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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): September 27, 2007

TeleTech Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**001-11919**	**84-1291044**
(State of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

9197 S. Peoria Street, Englewood, Colorado 80112
(Address of principal executive offices, including Zip Code)

Telephone Number: **(303) 397-8100**
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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Item 1.01. Entry into a Material Definitive Agreement

On September 27, 2007, TeleTech Holdings, Inc. (“TeleTech”), a Delaware corporation, Newgen Results Corporation (“Newgen”), a Delaware corporation and wholly-owned subsidiary of TeleTech, Carabunga.com, Inc. (“Carabunga”), a Delaware corporation and wholly-owned subsidiary of Newgen and Newgen Results Canada, Ltd. (“Newgen Canada”), a Canadian Corporation and wholly-owned subsidiary of Newgen (Newgen, Carabunga and Newgen Canada are hereinafter collectively referred to as “Newgen”) entered into an Asset Purchase Agreement (“Purchase Agreement”) with Aspen Acquisition Holdings, L.L.C., a Delaware limited liability company (“Aspen Acquisition”) and Aspen Marketing Services, Inc., a Delaware corporation (“Aspen”), and wholly-owned subsidiary of Aspen Acquisition and closed the transactions contemplated thereby on September 28, 2007. As provided in the Purchase Agreement, Newgen sold substantially all of its assets and certain of its liabilities to Aspen for total cash consideration of $3.243 million. In addition to customary closing conditions, the transaction was subject to the execution of (i) a Software and Intellectual Property License Agreement between TeleTech and Aspen which provides for exclusive and non-exclusive licenses in certain territories to certain software known as Identify! and Identify! Plus; (ii) a Trademark License Agreement between TeleTech and Aspen which provides for certain licensed intellectual property rights to Identify! and Identify! Plus, and (iii) a Master Services Agreement and accompanying Statement of Work between TeleTech Services Corp. (“TeleTech Services”), a wholly-owned subsidiary of TeleTech, and Aspen whereby TeleTech Services will provide customer care management services on behalf of Aspen’s customers estimated based on current head count to generate revenue of approximately $6 million per year. The Master Services Agreement has a three year term cancellable upon ninety days notice. Pursuant to the terms of the Software and Intellectual Property License Agreement and Trademark License Agreement, Aspen paid TeleTech $225,000 at closing and is obligated to pay TeleTech $2 million twelve months from the date of the closing for a two year exclusive license in certain territories. This agreement also provides for ongoing royalties. (The Purchase Agreement, the Software and Intellectual Property License Agreement, the Trademark License Agreement, Master Services Agreement and accompanying Statement of Work are collectively referred to as the “Agreements”).

The foregoing description of the Agreements does not purport to be complete and are qualified in their entirety by reference to the Purchase Agreement, Software and Intellectual Property License Agreement and the Trademark License Agreement which are filed as Exhibits 2.1, 10.1 and 10.2 hereto, respectively, and are incorporated into this report by reference. The Master Services Agreement and accompanying Statement of Work are agreements made in the ordinary course of business and therefore TeleTech has determined it is not required to file such agreements as exhibits to this report.

The Agreements have been included to provide investors with information regarding their terms. Except for its status as contractual documents that establish and govern the legal relations among the parties thereto with respect to the transaction described in this Form 8-K, the Agreements are not intended to be a source of factual, business or operational information about the parties.

The representations, warranties, covenants and agreements made by the parties in the Agreements are made as of specific dates and are qualified and limited, including information in the disclosure schedules that were provided in connection with the execution of the Agreements. In addition, certain of the representations and warranties are subject to a contractual standard of materiality that may be different from what may be viewed as material to stockholders. Representations and warranties may be used as a tool to allocate risks between the respective parties to the Agreements, including where the parties do not have complete knowledge of all the facts. Investors are not third-party beneficiaries under the Agreements and should not rely on the representations, warranties and covenants or any descriptions thereof as characterizations of the actual state of facts or condition of the parties or any of their affiliates.

Item 2.05. Costs Associated with Exit or Disposal Activities.

On September 27, 2007, TeleTech decided to dispose of its database marketing business, operated by TeleTech's wholly-owned subsidiary Newgen. Due to the expectation regarding the future financial results of Newgen, TeleTech determined that exiting the business was appropriate. While revenue declines and operating losses had generally stabilized, the anticipated length of time to return the business to profitability was longer than was acceptable to TeleTech. TeleTech and Newgen entered into the Purchase Agreement to dispose of substantially all of Newgen's assets and certain of its liabilities. Reference is made to the additional information contained in Item 1.01 above, which is incorporated by reference into this Item 2.05.

In connection with the closing of such disposition and at the time of filing this current report on Form 8-K, TeleTech estimates the known costs and charges expected to be incurred and that result from the proposed disposition to be between $5.6 million to $6.6 million, of which approximately $2.0 million will be cash expenditures. A summary of the expected charges is as follows:

	Range of Pre-tax Charge (in millions)	
Type of Cost	**low**	**high**
Loss on disposal of business	$3.6	$4.6
Costs for Employees terminated, including severance	1.0	1.0
Fees associated with disposal of the assets	1.0	1.0
Total estimated restructuring and asset write-off charges relating to disposal	$5.6	$6.6

At the time of filing this current report on Form 8-K, TeleTech is unable to provide a good faith estimate of any potential costs and charges that relate to a certain property leased by Newgen that are not a part of the transactions but could be impacted as a result of the transaction. We plan to file an amendment on Form 8-K under this Item 2.05 once such estimated costs can be reasonably determined.

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Item 8.01. Other Events.

On September 28, 2007, the Company issued a press release announcing the sale of substantially all of the assets of Newgen. A copy of this press release is attached hereto as Exhibit 99.1.

Item 9.01. Financial Statements and Exhibits.

(b) To the extent the Company is required to file pro forma financial statements upon reporting the closing of the transactions disclosed in Item 1.01, the Company will file such pro forma financial statements on a report on Form 8-K within the appropriate timeframe from the close of those transactions.

(c) Exhibits

Exhibit No.	Description
2.1	Asset Purchase Agreement dated as of September 27, 2007 among TeleTech Holdings, Inc., Newgen Results Corporation, Carabunga.com, Inc., Aspen Acquisition Holdings, L.L.C. and Aspen Marketing Services, Inc. (certain schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K).
10.1	Software and Intellectual Property License Agreement dated as of September 27, 2007 among TeleTech Holdings, Inc., Newgen Results Corporation, Carabunga.com, Inc., Aspen Acquisition Holdings, L.L.C. and Aspen Marketing Services, Inc.
10.2	Trademark License Agreement dated as of September 27, 2007 among TeleTech Holdings, Inc., Newgen Results Corporation, Carabunga.com, Inc., Aspen Acquisition Holdings, L.L.C. and Aspen Marketing Services, Inc.
99.1	Press Release issued by TeleTech Holdings, Inc., dated September 28, 2007.

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SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TeleTech Holdings, Inc.

By: /s/ Kenneth D. Tuchman
KENNETH D. TUCHMAN
Chief Executive Officer

Dated: October 3, 2007

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Exhibit Index

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99.1	Press Release issued by TeleTech Holdings, Inc., dated September 28, 2007.

Exhibit 2.1

ASSET PURCHASE AGREEMENT

BY AND AMONG

TELETECH HOLDINGS, INC. (solely with respect to Sections 5.2, 5.4, 5.5, and 5.7 and ARTICLE X),

NEWGEN RESULTS CORPORATION,

CARABUNGA.COM, INC.,

NEWGEN RESULTS CANADA, LTD.,

ASPEN MARKETING SERVICES, INC.

AND

ASPEN ACQUISITION HOLDINGS LLC (solely with respect to ARTICLE X)

DATED AS OF SEPTEMBER 27, 2007

EXHIBITS

SCHEDULES

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of September 27, 2007, by and among (i) Aspen Marketing Services, Inc., a Delaware corporation ("Buyer"), (ii) solely with respect to ARTICLE X, Aspen Acquisition Holdings LLC, a Delaware limited liability company ("Holdings"), (iii) Newgen Results Corporation, a Delaware corporation ("Newgen"), Carabunga.com, Inc., a Delaware corporation ("Carabunga"), and Newgen Results Canada, Ltd., a Canadian corporation ("NG Canada," and together with Newgen and Carabunga, "Seller") and, (iv) solely with respect to Section 5.2, Section 5.4, Section 5.5, Section 5.7, and ARTICLE X, Teletech Holdings, Inc., a Delaware corporation ("Parent"). Buyer, Holdings, Seller and Parent are referred to collectively as the "Parties" and individually as a "Party."

RECITALS

A. Seller is engaged in the business of providing customer loyalty and satisfaction programs, direct marketing and promotions, service bay scheduling, sales lead management, and database and marketing services for automotive dealerships and manufacturers in the United States and Canada (the "Business").

B. Seller desires to sell, transfer and assign, and Buyer desires to purchase and acquire, all of the Transferred Assets (as defined herein), subject to the assumption by Buyer of the Assumed Liabilities (as defined herein) relating to the Business, on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises, covenants, representations, warranties, conditions and agreements contained herein, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Certain Defined Terms. As used herein, the terms below shall have the following meanings:

"Accrued Vacation Amount" has the meaning specified in Section 2.4.

"Action" means any judicial or administrative action, claim, suit, investigation, hearing, demand or proceeding by or before any Governmental Authority.

"Affiliate" means, with respect to any Person, any other Person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto.

"Agreement" has the meaning specified in the introduction of this Agreement.

"Allocation" has the meaning specified in Section 2.7.

"Assumed Liabilities" means (a) all liabilities of Seller set forth on the face of the Most Recent Balance Sheet (rather than in any notes thereto), (b) all liabilities of Seller of the type that would be required under GAAP to be set forth on the face of the balance sheet of Seller that have arisen after the Most Recent Fiscal Month End in the Ordinary Course of Business (including, without limitation, all trade payables incurred after the Most Recent Fiscal Month End in the Ordinary Course of Business through the Closing Date, whether or not invoiced as of the Closing Date but excluding any liability resulting from, arising out of, relating to, in the nature of, or caused by any breach of contract, breach of warranty, tort, infringement, violation of law, or environmental matter) (c) all obligations of Seller under the Contracts referred to in the definition of Transferred Assets arising after the Closing Date and relating to post-Closing Date matters or events, including, without limitation, all obligations to pay any commissions to employees or consultants as set forth on Schedule 1.4 due or payable after the Closing Date based on revenue generated after the Closing Date, and (d) accrued vacation obligations to Hired Employees; provided, however, that, notwithstanding the above, the following shall not be Assumed Liabilities: (i) any Liability (whether direct or as a result of transferee liability, joint and several liability, or contractual liability) of Seller for Taxes (including all income Taxes incurred on, after, or before the Closing Date) that are unrelated to the Business, Transferred Assets, or Hired Employees (whether accrued or payable on, after, or before the Closing Date and whether or not reserved for on the Most Recent Balance Sheet), and any liability (whether direct or as a result of transferee liability, joint and several liability, or contractual liability) of Seller for Taxes relating to or arising from the Business, Transferred Assets, or Hired Employees with respect to any period (or portion thereof) ending on or prior to the Closing Date (whether accrued or payable on, after, or before the Closing Date and whether or not reserved for on the Most Recent Balance Sheet), or Transfer Taxes (as defined in Section 11.8) arising in connection with the consummation of the transactions contemplated by this Agreement (including any income Taxes arising because Seller is transferring the Business or Transferred Assets), or any Liability of Seller for the unpaid Taxes of any Person under Reg. §1.1502-6 (or any similar provision of state, local, or foreign law), as a transferee or successor, by contract, or otherwise), (ii) except with respect to obligations arising after and relating to the period following the Closing Date relating to Transferred Assets, any Liability of Seller to any Person (in respect of indemnification or otherwise) by reason of the fact that such Person was a director, officer, employee, or agent of Seller or was serving at the request of any such entity as a partner, trustee, director, officer, employee, or agent of another entity (whether for judgments, damages, penalties, fines, costs, amounts paid in settlement, losses, expenses, or otherwise and whether pursuant to any statute, charter document, bylaw, agreement, or otherwise), (iii) any Liability of Seller for costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, (iv) any Severance Liabilities, (v) any Liability of any Seller that arises with respect to Employee Benefit Plans (whether or not terminated) of Sellers or Sellers' ERISA Affiliates (other than accrued vacation obligations for Hired Employees), (vi) any Liability under any Contract between Seller and any employee of Seller, (vii) any Liability or obligation of Seller under this Agreement, and (viii) the Excluded Liabilities.

"Assumption Agreement" means that certain Assumption Agreement by and between Seller and Buyer in the form of Exhibit A hereto.

"Basket" has the meaning specified in Section 10.2.

"Bill of Sale" means that certain Bill of Sale from Seller to Buyer in the form of Exhibit B hereto.

"BofA" means Bank of America.

"BofA Account" means the account no. 86661-10670 maintained in the name of Newgen with BofA in Chicago, Illinois.

"Business" has the meaning specified in the Recitals.

"Buyer" has the meaning specified in the introduction of this Agreement.

"Buying Party Indemnitee" has the meaning specified in Section 10.1(a).

"Cap" has the meaning specified in Section 10.2.

"CA WARN" has the meaning specified in Section 2.8(c).

"Carabunga" has the meaning specified in the introduction of this Agreement.

"Carabunga IP Assignment Agreement" means that certain Intellectual Property Assignment by and between Carabunga and Buyer in the form of Exhibit I hereto.

"Closing" has the meaning specified in Section 2.3.

"Closing Date" has the meaning specified in Section 2.3.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Confidential Information" means any information concerning the businesses and affairs of a Party and its subsidiaries that is not already generally available to the public; provided, however, "Confidential Information" shall not include information that (a) becomes publicly available through no fault of the applicable Party, (b) is already in a third party's possession prior to the Closing, or (c) is independently developed by a third party.

"Contract" means any written contract, lease, license, purchase order, sales order or other agreement or binding commitment, whether written or oral.

"Employee Benefit Plan" means any "employee benefit plan" (as such term is defined in ERISA Section 3(3)) and any other employee benefit plan, program or arrangement of any kind, whether or not subject to ERISA and whether or not funded.

"Encumbrance" means any lien, charge, security interest, mortgage, pledge or other encumbrance of any nature whatsoever granted against specific property, whether real or personal.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means each entity that is treated as a single employer with Seller for purposes of Code Section 414.

"Excluded Assets" means any assets of Seller which are not a Transferred Asset, including any Excluded Assets set forth on Schedule 1.2 hereof.

"Excluded Liabilities" means those Liabilities not included in the definition of Assumed Liabilities and any Liabilities set forth on Schedule 1.1 hereof.

"Financial Statements" has the meaning specified in Section 3.6.

"GAAP" means generally accepted accounting principals as in effect in the United States on the date of this Agreement, applied on a consistent basis by Seller.

"GigaPop" means Parent's centralized data center which hosts all core service delivery center technologies such as the automatic call distributor, quality assurance, workforce management and reporting.

"Governmental Authority" means any United States federal, state or local, or any foreign government, governmental authority, regulatory or administrative agency, governmental commission, court or tribunal (or any department, bureau or division thereof).

"Hired Employees" has the meaning specified in Section 2.8(a).

"Indemnification Acknowledgement" has the meaning specified in Section 10.3(a)(ii).

"Indemnitee" has the meaning specified in Section 10.3(a).

"Indemnitor" has the meaning specified in Section 10.3(a).

"Intellectual Property" means all of the following in any jurisdiction throughout the world: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, divisionals, extensions, reexaminations, utility models, certificates of invention, industrial designs, and design patents, as well as the rights to file for, and to claim priority to, any such patent rights, (b) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names, and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all computer software (including source code, executable code, data, databases, and related documentation), (g) all advertising and promotional materials, (h) all other proprietary rights, (i) all copies and tangible embodiments thereof (in whatever form or medium); and (j) all income, royalties, damages and payments related to any of the foregoing (including damages and payments for past, present or future infringements, misappropriations or other conflicts with any intellectual property), and the right to sue and recover for past, present or future infringements, misappropriations or other conflict with any intellectual property.

"Knowledge" means (i) in the case of Seller, the actual knowledge or awareness of Dan Powell, Chris Howie, Bob Kurilko, Dustin Gallegos, Tim Wilcox, Randy Salzer, Kristin Dixon and Tim Hall, (ii) in the case of Parent, the actual knowledge or awareness of Dustin Gallegos, and

(iii) in the case of Buyer, the actual knowledge or awareness of Patrick O'Rahilly or Fiore DiNovi.

"Laws" means all laws, statutes, rules, regulations, codes, injunctions, judgments, orders, decrees, rulings, interpretations, constitutions, ordinances, or common law of any federal, state, local or municipal Governmental Authority.

"Liability(ies)" means any liability or obligation (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether incurred directly or consequential and whether due or to become due), including any Tax or other liability arising out of applicable statutory, regulatory or common law, any contractual obligation and any obligation arising out of tort which liability or obligation relates directly to the Business or the Transferred Assets.

"Losses" means any claims, Liabilities, losses, damages (excluding consequential damages, punitive damages and lost profits), deficiencies, assessments, judgments, remediations and costs or expenses (including out-of-pocket expenses for reasonable attorneys).

"Master Services Agreement" means that certain Master Services Agreement by and between Buyer and Teletech Services Corporation in the form of Exhibit E hereto.

"Material Adverse Effect" means any effect or change that would be (or could reasonably be expected to be) materially adverse to the Transferred Assets taken as a whole or, on each of Seller's ability to consummate timely the transactions contemplated hereby (regardless of whether or not such adverse effect or change can be or has been cured at any time or whether Buyer has knowledge of such effect or change on the date hereof). Notwithstanding the foregoing, neither the continued decline of the financial condition and performance of Seller, as properly reflected on the Financial Statements, nor general economic conditions shall be considered a Material Adverse Effect for purposes of this Agreement.

"Most Recent Balance Sheet" means the balance sheet contained within the Most Recent Financial Statements.

"Most Recent Financial Statements" has the meaning specified in Section 3.6.

"Most Recent Fiscal Month End" has the meaning specified in Section 3.6.

"Most Recent Fiscal Year End" has the meaning specified in Section 3.6.

"Newgen" has the meaning specified in the introduction of this Agreement.

"Newgen IP Assignment Agreement" means that certain Intellectual Property Assignment by and between Newgen and Buyer in the form of Exhibit J hereto.

"Non-Hired Employee" has the meaning specified in Section 2.8(a).

"NG Canada" has the meaning specified in the introduction of this Agreement.

"Notice Laws" has the meaning specified in Section 2.8(c).

"Notice of Claim" has the meaning specified in Section 10.3(a).

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice.

"Parent" has the meaning specified in the introduction of this Agreement.

"Party(ies)" has the meaning specified in the introduction of this Agreement.

"Percepta" has the meaning specified in Section 5.7.

"Percepta Activities" has the meaning specified in Section 5.7.

"Permitted Liens" means (i) liens for Taxes, fees, levies, duties or other governmental charges of any kind which are not yet delinquent or are being contested in good faith by appropriate proceedings which suspend the collection thereof and for which appropriate reserves have been established in accordance with GAAP; and (ii) liens for mechanics, material, laborers, employees, suppliers or similar liens arising by operation of law for sums which are not yet delinquent or which are being contested in good faith by appropriate proceedings or with respect to which arrangements for payment or release have been made and for which appropriate reserves have been established in accordance with GAAP.

"Person" means an individual, partnership, corporation, limited liability company, joint stock company, unincorporated organization or association, trust, joint venture, association or other organization, whether or not a legal entity, or a Governmental Authority.

"Prepaid Sales Tax Amount" has the meaning specified in Section 2.4.

"Purchase Price" has the meaning specified in Section 2.4.

"Schedule" means the disclosure schedules delivered by one of the Parties to the other Party on the date hereof.

"Seller" has the meaning specified in the introduction of this Agreement.

"Severance Liabilities" means any pension, retirement, deferred compensation, profit sharing, incentive compensation, bonus, stock purchase, stock option, welfare, hospitalization or insurance plan or arrangement or any vacation pay, severance costs, COBRA benefit, obligations or responsibilities, or any other employee benefit arrangement relating to Seller's employees listed on Schedule 1.3 hereto and all former employees of Seller.

"Seller" has the meaning specified in the introduction of this Agreement.

"Seller Employee Benefit Plan" has the meaning specified in Section 3.19(a).

"Software License Agreement" means that certain Software License Agreement by and between Buyer and Parent in the form of Exhibit C hereto.

"Tax(es)" means any taxes, charges, fees, duties, levies, or other assessments, including income, capital gains, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Code), custom duties, capital stock, franchise, profits, withholding, social security (or

similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other taxes, charges, or fees of any kind whatsoever assessed by any federal, state, local, or foreign governmental authority, including any interest, penalty, or addition thereto, whether disputed or not, and any amounts payable pursuant to the determination or settlement of an audit.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Termination Date" has the meaning specified in Section 6.1(b).

"Trademark License Agreement" means that certain Trademark License Agreement by and between Parent and Buyer in the form of Exhibit F hereto.

"Transaction Documents" means this Agreement, the Bill of Sale, the Assumption Agreement, the Transition Services Agreement, the Software License Agreement, the Master Services Agreement, the Trademark License Agreement, the Carabunga IP Assignment Agreement, the Newgen IP Assignment Agreement and the other documents and instruments to be executed and delivered and as contemplated by this Agreement in connection with this transaction.

"Transfer Taxes" has the meaning specified in Section 11.8.

"Transferred Assets" means all right, title, and interest in and to all of the assets of the Seller, including all of its (a) tangible personal property (such as machinery, equipment, inventories of raw materials and supplies, manufactured and purchased parts, goods in process and finished goods, furniture, automobiles, trucks, tractors, trailers, tools, jigs, and dies), (b) Intellectual Property, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions, (c) Contracts, indentures, mortgages, instruments, Encumbrances, guaranties, other similar arrangements, and rights thereunder, (d) accounts, notes, and other receivables, (e) securities, (f) claims, deposits, prepayments, refunds, causes of action, choses in action, rights of recovery, rights of set off, and rights of recoupment (including any such item relating to the payment of Taxes), (g) franchises, approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights obtained from governments and governmental agencies, (h) books, records, ledgers, files, documents, correspondence, lists, plats, architectural plans, drawings, and specifications, creative materials, advertising and promotional materials, studies, reports, and other printed or written materials; and (i) the BofA Account; provided, however, that the Transferred Assets shall not include (i) the corporate charter, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates, and other documents relating to the organization, maintenance, and existence of Seller as a corporation; (ii) any of the rights of Seller under this Agreement (or under any side agreement between Seller on the one hand and Buyer on the other hand entered into on or after the date of this Agreement); (iii) investments in any subsidiaries of Seller; (iv) any intercompany records and accounts receivable and payable; or (v) all equipment known as "GigaPop" owned by Parent located in San Diego, California.

"Transition Services Agreement" means that certain Transition Services Agreement by and among Buyer, Newgen and Parent in the form of Exhibit D hereto.

"WARN" has the meaning specified in Section 2.8(c).

ARTICLE II
PURCHASE AND SALE OF STOCK AND ASSETS; CLOSING

Section 2.1 Purchase and Sale of Assets. Subject to the terms and conditions set forth in this Agreement, on the Closing Date, Seller agrees to sell, transfer, assign, and convey to Buyer, and Buyer agrees to purchase from Seller, all the Transferred Assets, free and clear of all Encumbrances except for Permitted Liens.

Section 2.2 Assumed Liabilities. At the Closing, Buyer will assume and agree to pay or perform, as the case may be, the Assumed Liabilities. Notwithstanding the foregoing, Buyer will not assume or agree to pay or perform the Excluded Liabilities.

Section 2.3 Closing. Subject to ARTICLES VII and VIII, the closing (the "Closing") of the transactions contemplated herein shall be held at 10:00 a.m., Mountain time, on the later of (i) September 28, 2007 or (ii) three business days after the satisfaction or waiver of all conditions to Closing contained in ARTICLES VII and VIII, at the offices of Brownstein Hyatt Farber Schreck, P.C., located at 410 17th Street, Suite 2200, Denver, Colorado 80202, or such other time or place as the Parties otherwise agree (the "Closing Date").

Section 2.4 Purchase Price. Upon the terms and subject to the conditions contained herein, as consideration for the purchase of the Transferred Assets and in consideration for the agreements contained herein, at the Closing, Buyer shall pay an aggregate of $2,775,000 in cash (the "Purchase Price") in immediately available funds at Closing by wire transfer to Seller. In addition to the Purchase Price, Buyer agrees to pay to Seller (i) the amounts paid by Seller on its July 2007 and August 2007 sales tax returns, which Seller represents are $5,448.57 and $8,601.75 respectively (collectively, the "Prepaid Sales Tax Amount"), and (ii) the amount to be paid by Seller on the Closing Date for accrued vacation obligations due to Hired Employees, which Seller represents is approximately $432,000 (the "Accrued Vacation Amount").

Section 2.5 Closing Deliveries by Seller.

(a) To effect the transfer referred to in Section 2.1 and the delivery of the consideration described in Section 2.4, at the Closing, subject to the satisfaction or waiver of the conditions specified in ARTICLE VII below, Seller shall deliver or cause to be delivered to Buyer, the following:

(i) a Bill of Sale and such other instruments of transfer and conveyance as shall be effective to vest in Buyer good and marketable title to the tangible personal property included in the Transferred Assets held by Seller free and clear of all Encumbrances other than Permitted Liens;

(ii) the Assumption Agreement;

(iii) the Software License Agreement;

(iv) the Transition Services Agreement;

(v) the Master Services Agreement;

(vi) the Trademark License Agreement;

(vii) the Carabunga IP Assignment Agreement;

(viii) the Newgen IP Assignment Agreement;

(ix) all other documents required to be delivered pursuant to ARTICLE VII not specifically mentioned in this Section 2.5; and

(x) such other documents as may be reasonably necessary to consummate the transactions contemplated hereby.

(b) All instruments and documents executed and delivered to Buyer pursuant hereto shall be in form and substance, and shall be executed in a manner, reasonably satisfactory to Buyer and its counsel.

Section 2.6 Closing Deliveries by Buyer.

(a) To effect the transfer referred to in Section 2.1 and the delivery of the consideration described in Section 2.4, at the Closing, subject to the satisfaction or waiver of the conditions specified in ARTICLE VII, Buyer shall tender or cause to be tendered, the following:

(i) the Purchase Price, the Prepaid Sales Tax Amount and the Accrued Vacation Amount, by wire transfer of immediately available funds;

(ii) the Assumption Agreement;

(iii) the Software License Agreement;

(iv) the Transition Services Agreement;

(v) the Master Services Agreement;

(vi)the Trademark License Agreement;

(vii) the Carabunga IP Assignment Agreement;

(viii) the Newgen IP Assignment Agreement;

(ix) all other documents required to be delivered pursuant to Article VIII and not specifically mentioned above in this Section 2.6; and

(x) such other documents as may be reasonably necessary to consummate the transactions contemplated hereby.

(b) All instruments and documents executed and delivered to Seller pursuant hereto shall be in form and substance, and shall be executed in a manner, reasonably satisfactory to Seller and their counsel.

Section 2.7 Allocation of Purchase Price. No later than 30 days after the Closing Date, Seller shall prepare and deliver to Buyer for approval a schedule allocating the Purchase Price (and Assumed Liabilities and other relevant items) among the Transferred Assets and the Covenant Not to Compete set forth in Section 5.7 (the "Allocation"), which Allocation shall be prepared in accordance with the applicable provisions of the Code. Within 30 days after the day the Allocation is delivered to Buyer by Seller, Seller and Buyer agree to negotiate in good faith the resolution of any disagreement they may have on the Allocation. If Seller and Buyer cannot agree on the Allocation during such time, each Party shall not be obligated to report the transaction completed pursuant to this Agreement in accordance with the Allocation. If Seller and Buyer agree on the Allocation, each Party agrees for all tax reporting purposes to report the transaction completed pursuant to this Agreement in accordance with the Allocation and will file all returns and reports with respect to the transactions contemplated by this Agreement, including all federal, state and local Tax Returns, on a basis consistent with such Allocation and not take any position during the course of any audit or other proceeding inconsistent with such Allocation unless required by a determination of the applicable taxing authority that is final. The Parties shall make appropriate adjustments to the Allocation to reflect changes in the Purchase Price.

Section 2.8 New Employees.

(a) Offer to Employees. On the Closing Date, Buyer shall make an offer of employment to each current employee of Seller (other than those set forth on Schedule 1.3 hereto), on substantially the same terms and conditions provided by Seller taken as a whole, which offer shall remain open until the Closing Date. Each of Seller's employees who receive and accept an offer of employment from Buyer (the "Hired Employees") on or before the Closing Date shall become employed by Buyer effective as of the date immediately following the Closing Date. Each Hired Employee shall be an employee-at-will, and nothing in this Section 2.8 shall be construed to interfere with any rights of either Buyer or the Hired Employee to sever or alter the employment relationship at any time. Notwithstanding the foregoing, to the extent any Hired Employee's employment with Buyer is subject to an employment agreement with Buyer, the terms of such employment agreement shall govern to the extent they conflict with the provisions of this Section 2.8. Any liability for severance pay to terminated employees under Seller's informal severance policy more particularly described on Schedule 2.8 incurred in connection with any current employee of Seller who receives an offer of employment pursuant to this Section 2.8(a) and who does not become a Hired Employee (each, a "Non-Hired Employee"), shall be retained by Buyer, and Seller shall have no obligations with respect to such employee, including with respect to such liabilities. Buyer shall indemnify Seller for any Losses arising from or relating to any breach of this Section 2.8(a). Any liabilities incurred in connection with any employee of Seller listed on Schedule 1.3 hereto or any former employee of Seller shall be retained by Seller and Buyer shall have no obligations with respect to such employees, including Severance Liabilities. In addition, any severance obligations due to any Hired Employees for any periods on or prior to the Closing Date shall be retained by Seller, and Buyer shall have no obligation with respect to such severance obligations. Seller shall indemnify Buyer for any Losses arising from or relating to any breach of this Section 2.8(a). .

(b) Non-Competition. Seller agrees to waive any and all rights under, and not to enforce, any agreement restricting disclosure, competition, and/or confidentiality entered into with any Hired Employee with respect to Hired Employee's employment with Buyer to the extent it relates to the Business.

(c) WARN and Notice Laws. Seller shall comply with any severance payment, notice period or other obligation required under the Worker Adjustment Retaining and Notification Act, 29 U.S.C. section 2101, et seq. ("WARN"), the California Worker Adjustment Retaining and Notification Act, Ch. 4, Pt. 4, section 1400, et seq., California Labor Code ("CA WARN") and any other applicable state, local or other laws requiring notifications in advance of employment separations or similar actions (collectively, "Notice Laws") to the extent required relative to any employment losses or other action relative to those individuals identified on Schedule 1.3 attached hereto and any other employees of Seller other than the Hired Employees, which actions take place on or prior to the Closing Date. Seller shall indemnify Buyer for any Losses arising from or relating to any breach of this Section 2.8(c). Buyer shall be responsible for providing timely notice under WARN, CA WARN and any other Notice Laws to the extent required relative to any employment loss or other actions which take place on or after the Closing (except with respect to any employee listed on Schedule 1.3 and any employee terminated prior to the Closing Date). In the event Buyer terminates the employment of any Hired Employee on or after the Closing Date, Buyer shall comply with any severance payment, notice period or other obligation required under WARN, CA WARN and any other Notice Laws, and Buyer shall indemnify Seller for any Losses arising from or relating to any breach of this Section 2.8(c).

(d) No Hire. Buyer or any of its Affiliates shall not hire as an employee or a consultant any employee listed on Schedule 1.3 for a period of 90 days following the Closing Date, unless Buyer agrees in writing to indemnify Seller for any Severance Liabilities paid by Seller for such employee in accordance with this Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER

As a material inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated herein, Seller hereby represents and warrants to Buyer that, as of the date of this Agreement and as of the Closing, except as set forth on the Schedules attached hereto which exceptions shall be deemed to be incorporated by reference in the following representations and warranties as if set for herein. The Schedules will be arranged in paragraphs corresponding to the lettered and numbered paragraphs contained in this ARTICLE III and disclosures in the Schedule will be subject to the terms of Section 11.9.

Section 3.1 Organization, Good Standing, Qualification and Authority. Schedule 3.1(a) sets forth for Seller and each subsidiary of Seller (i) its name and jurisdiction of incorporation, (ii) the number of shares of authorized capital stock of each class of its capital stock, (iii) the number of issued and outstanding shares of each class of its capital stock, the names of the holders thereof, and the number of shares held by each such holder, (iv) the number of shares of its capital stock held in treasury, and (v) its directors and officers. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware (or Canada, with respect to NG Canada), with all requisite corporate power and authority to own, lease and use the Transferred Assets as they are currently owned, leased and used and to conduct the Business as it is currently conducted. Seller is qualified to do business as a foreign corporation in each jurisdiction in which the character of the properties owned, leased or operated by the Business make such qualification necessary except where the absence of such qualification could not reasonably be expected to result in a Material Adverse Effect.

Seller has the requisite corporate power and authority to execute, deliver and carry out the terms of this Agreement and the other Transaction Documents to which it is a party. The execution, delivery and consummation of this Agreement and the other Transaction Documents to which it is a party have been duly authorized by all necessary corporate action on the part of Seller. This Agreement and the other Transaction Documents to which it is a party, upon due execution and delivery thereof, shall constitute the valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and by general principles of equity.

Section 3.2 No Conflict or Violation. Neither the execution and delivery of this Agreement or the other Transaction Document to which Seller is a party, nor the consummation of the transactions contemplated hereby or thereby, will result in:

(a) a violation of or a conflict with any provision of the organizational documents of Seller;

(b) a breach of, or a default under or result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under, any term or provision of, any Contract which would reasonably be expected to result in a Material Adverse Effect; or

(c) a violation by Seller of any Law, which violation would reasonably be expected to result in a Material Adverse Effect.

Section 3.3 Consents and Approvals. No consent, approval or authorization of, or declaration, filing or registration with, any Governmental Authority, or any other Person is required to be made or obtained by Seller in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, except for consents, approvals or authorizations, declarations, filings or registrations, the failure of which to obtain would not reasonably be expected to result in a Material Adverse Effect. Seller does not need to give any notice to, make any filing with any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement (including the assignments and assumptions referred to herein), except where the failure to give any such notice or make any such filing would reasonably be expected to result in a Material Adverse Effect.

Section 3.4 Title to Assets; Sufficiency. Seller has good and marketable title to, or a valid leasehold interest in, the Transferred Assets owned, used and leased by it, free and clear of all Encumbrances. Except as provided in the Transition Services Agreement, the Transferred Assets are suitable for the purposes for which they are presently used and when taken together, are sufficient to operate the Business as currently operated.

Section 3.5 Real Property. Schedule 3.5 sets forth a complete and correct list of all real properties or premises that the Seller leases or utilizes in whole or in part in connection with the Business. Seller does not own in whole or in part any real property or premises in connection with the Business.

Section 3.6 Financial Statements. Attached hereto as Exhibit G are the following financial statements (collectively the "Financial Statements"): (i) balance sheets and statements of income as of and for the fiscal year ended December 31, 2006 of Seller (the "Most Recent

Fiscal Year End") as included in the Parent's audited financial statements for the same period, as a reportable segment; and (ii) unaudited balance sheets and statements of income (the "Most Recent Financial Statements") as of and for the month ended August 31, 2007 of Seller (the "Most Recent Fiscal Month End"). The Financial Statements (including the notes thereto) have been prepared in all material respects in accordance with GAAP applied on a consistent basis throughout the periods covered thereby, present fairly the financial condition of Seller as of such dates and the results of operations of Seller for such periods, are correct and complete, and are consistent with the books and records of Seller (which books and records are correct and complete). Seller maintains a separate cash account or accounts for the Business (into which Seller deposits all of the receipts of the Business and out of which Seller makes all of the disbursements of the Business).

Section 3.7 Events Subsequent to Most Recent Fiscal Year End. Since the Most Recent Fiscal Year End, there has not been any Material Adverse Effect. Without limiting the generality of the foregoing, except as set forth on Schedule 3.7 attached hereto, since that date:

(a) Seller has not sold, leased, transferred, or assigned any of its assets, tangible or intangible, other than for a fair consideration in the Ordinary Course of Business;

(b) Seller has not entered into any agreement, contract, lease, or license (or series of related agreements, contracts, leases, and licenses) either involving more than $175,000 or outside the Ordinary Course of Business;

(c) no party (including Seller) has accelerated, terminated, modified, or cancelled any agreement, contract, lease, or license (or series of related agreements, contracts, leases, and licenses) involving more than $100,000 to which Seller is a party or by which it is bound;

(d) Seller has not imposed or permitted to exist any Encumbrance upon any of the Transferred Assets, tangible or intangible;

(e) Seller has not made any capital expenditure (or series of related capital expenditures) either involving more than $100,000 or outside the Ordinary Course of Business;

(f) Seller has not made any capital investment in, any loan to, or any acquisition of the securities or assets of, any other Person (or series of related capital investments, loans, and acquisitions) either involving more than $100,000 or outside the Ordinary Course of Business;

(g) Seller has not issued any note, bond, or other debt security or created, incurred, assumed, or guaranteed any indebtedness for borrowed money or capitalized lease obligation either involving more than $50,000 singly or $100,000 in the aggregate;

(h) Seller has not delayed or postponed the payment of accounts payable and other Liabilities outside the Ordinary Course of Business;

(i) Seller has not cancelled, compromised, waived, or released any right or claim (or series of related rights and claims) either involving more than $100,000 or outside the Ordinary Course of Business;

(j) Except for the Intellectual Property covered under the Software License Agreement and the Trademark License Agreement, Seller has not transferred, assigned, or granted any license or sublicense of any rights under or with respect to any Intellectual Property;

(k) there has been no change made or authorized in the charter or bylaws of Seller;

(l) Seller has not experienced any damage, destruction, or loss (whether or not covered by insurance) to its property;

(m) Seller has not made any loan to, or entered into any other transaction with, any of the directors, officers, and employees of Seller outside the Ordinary Course of Business;

(n) Seller has not entered into any employment contract, written or oral, or modified the terms of any existing such contract or agreement for current employees paid in excess of $100,000 per year;

(o) Seller has not granted any increase in the base compensation of any of the directors, officers, and employees of Seller outside the Ordinary Course of Business;

(p) Seller has not made any other change in employment terms for any of the directors, officers, and employees of Seller outside the Ordinary Course of Business;

(q) there has not been any other occurrence, event, incident, action, failure to act, or transaction (including payments to third parties) outside the Ordinary Course of Business involving Seller, except for occurrences, events, incidents, actions, failures to act, or transactions which would not reasonably be expected to result in a Material Adverse Effect;

(r) Seller has not discharged a material Liability or Encumbrance outside the Ordinary Course of Business;

(s) Seller has not made any loans or advances of money (other than prepayments or advances made in the Ordinary Course of Business); and

(t) to Seller's Knowledge and to Parent's Knowledge, Seller has not committed to any of the foregoing.

Section 3.8 Undisclosed Liabilities. Seller has no Liability (and, to Seller's Knowledge, there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against it giving rise to any Liability), except for (i) Liabilities set forth on the face of the Most Recent Balance Sheet (rather than in any notes thereto) and (ii) Liabilities which have arisen after the Most Recent Fiscal Month End in the Ordinary Course of Business (none of which results from, arises out of, relates to, is in the nature of, or was caused by any breach of contract, breach of warranty, tort, infringement, or violation of law) that is not covered by insurance and disclosed in the Schedules hereto).

Section 3.9 Legal Compliance. Seller has complied with all applicable laws (including rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings, and charges thereunder and including the Foreign Corrupt Practices Act, 15 U.S.C. §78dd-1, et. seq.) of

federal, state, local, and foreign governments (and all agencies thereof), except where the failure to so comply would not reasonably be expected to result in a Material Adverse Effect, and, to Seller's Knowledge, no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against any of them alleging any failure so to comply.

Section 3.10 Tax Matters.

(a) Seller has complied in all material respects with all federal and other laws relating to Taxes and has timely filed all Tax Returns that it was required to file. All such Tax Returns were correct and complete in all material respects. All material Taxes owed by Seller (whether or not shown on any Tax Return) with respect to the Business, Transferred Assets, and Hired Employees or for which Seller could be liable as a result of transferee liability, joint and several liability, contractual liability, or otherwise, have been paid. Seller is not currently the beneficiary of any extension of time within which to file any Tax Return. There are no Encumbrances on any of the Transferred Assets of Seller that arose in connection with any failure (or alleged failure) to pay any Tax other than Permitted Liens. All applicable sales Taxes were paid by Seller when the Transferred Assets were acquired by Seller.

(b) Seller has withheld and timely paid all Taxes required to have been withheld and paid by applicable law in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party related to the Business and has properly completed and timely filed all federal, state, local, and foreign returns and reports with respect to employee income tax withholding, social security Taxes and premiums, and unemployment taxes and premiums related to the Business, all in material compliance with applicable laws.

(c) No portion of the cost of any of the Transferred Assets was financed directly or indirectly from the proceeds of any tax exempt state or local government obligation described in Code Section 103(a). None of the Transferred Assets is tax exempt use property under Code Section 168(h). None of the Transferred Assets is property that Seller is required to treat as being owned by any other Person pursuant to the safe harbor lease provision of former Code Section 168(f)(8). None of the Transferred Assets constitutes stock in a corporate subsidiary or a joint venture, partnership, limited liability company interest, or other arrangement or contract which is taxed as a partnership for U.S. federal income tax purposes.

(d) Seller (except for NG Canada) is (i) not a foreign person within the meaning of Code Section 1445, (ii) has no (and has not previously had any) permanent establishment in any foreign country and (iii) does not engage (and has not previously engaged) in a trade or business within the meaning of the Code relating to the creation of a permanent establishment in any foreign country.

(e) Neither the Code nor any other provision of law requires the Buyer to withhold any portion of the Purchase Price.

(f) Except for sales and use taxes in the Ordinary Course of Business and as set forth on Schedule 3.10, (i) Seller has no obligation for Taxes pursuant to any Contract that the Buyer is assuming as a result of the transactions contemplated by this Agreement, (ii) Seller has not extended or waived any statute of limitations relating to Taxes for which Buyer could be liable under this Agreement or pursuant to applicable law, and (iii) no audits or other proceedings are ongoing or (to Seller's Knowledge) threatened with respect to any Taxes

relating to the Business, Transferred Assets, or Hired Employees for which Buyer could have liability under this Agreement or under applicable laws. There is no dispute or claim concerning any unpaid or proposed assessment for Taxes with respect to the Business, Transferred Assets, or Hired Employees. Seller has made available to Buyer correct and complete copies of all federal, state, local, and foreign tax returns filed by Seller (or its Affiliates) with respect to the Business, Transferred Assets, and Hired Employees for the past three years.

(g) Except as set forth on Schedule 3.10, there is no pending or unresolved claim made by an authority in a jurisdiction where Seller does not file Tax Returns that it is or may be subject to taxation by that jurisdiction as a result of Seller conducting the Business or owning Transferred Assets.

(h) Seller is not party to any Contract, plan, or other arrangement with any employee or other person that is being assumed by Buyer which should (either alone or aggregated with other payments) give rise to a payment (or another benefit) that is not deductible under Code section 280G or subject to the excise Tax under Code section 4999.

(i) The Transferred Assets are not United States real property interests within the meaning of Section 897(c) of the Code.

Section 3.11 Insurance. Schedule 3.11 sets forth a current list of insurance coverages for Seller.

Section 3.12 Intellectual Property.

(a) Schedule 3.12(a) sets forth a list of all patents, patent applications, trademarks, trademark applications, registered copyrights and domain names exclusively owned by Seller and any corresponding license agreements. Schedule 3.12(a) also sets forth a list of the corporate names and corresponding trade names for Seller.

(b) Schedule 3.12(b) sets forth a list of registered Intellectual Property, such as registered trademarks, and all other material Intellectual Property owned by Parent currently being used by Seller.

(c) Schedule 3.12(c) sets forth a list of all material Intellectual Property owned by third parties and currently being used by Seller under master license agreements held by Parent.

(d) To Seller's Knowledge, except for the Intellectual Property covered by the Software License Agreement and the Trademark License Agreement or described in Schedules 3.12(b) and 3.12(c), Seller owns and possesses or has the right to use pursuant to a valid and enforceable, written license, sublicense, agreement, or permission all Intellectual Property used in the operation of its business as presently conducted and as presently proposed to be conducted. To Seller's Knowledge, except for the Intellectual Property covered by the Software License Agreement and the Trademark License Agreement or described in Schedules 3.12(b) and 3.12(c), each item of Intellectual Property owned or used by Seller immediately prior to the Closing hereunder will be owned or available for use by Buyer subsequent to the Closing hereunder. To Seller's Knowledge, Seller has taken commercially reasonable action to maintain and protect each item of Intellectual Property that it owns or uses.

(e) To Seller's Knowledge, Seller has not as of the Closing ever interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of third parties, and to the Knowledge of Seller, none of Parent or Seller has ever received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation with respect to the Transferred Assets (including any claim that Seller or Parent, as applicable, must license or refrain from using any Intellectual Property rights of any third party with respect to the Transferred Assets). To Seller's Knowledge, no third party has interfered with, infringed upon, misappropriated, disclosed, or otherwise come into conflict with any Intellectual Property rights of Seller. Further, to Seller's Knowledge, Seller has not engaged in any acts that (i) violate the rights of privacy or publicity or any third party; or (ii) constitute unfair competition or trade practices under the laws of any jurisdiction, nor have any allegations of any of the foregoing been made. To Seller's Knowledge, Seller has not brought or considered bringing against any party any legal proceeding for infringement or violation of any Intellectual Property or breach of any license, sublicense or agreement involving Intellectual Property owned or used by Seller.

(f) As recited in Schedule 3.12(a), Seller has made available to Buyer correct and complete original copies of all such patents, registrations, applications, licenses, sublicenses, agreements, and permissions (as amended to date) and has made available to Buyer correct and complete copies of all other written documentation evidencing ownership and prosecution (if applicable) of each such item. There are no other licenses, sublicenses, agreements, or other permissions that have been granted except those noted on Schedule 3.12(a). To Seller's Knowledge, Schedule 3.12(a) also separately identifies each material unregistered trademark, service mark, trade name, corporate name or Internet domain name. With respect to each item of Intellectual Property required to be identified in Schedule 3.12(a) and to Seller's Knowledge:

(1) Seller owns and possesses all right, title, and interest in and to each item, free and clear of any Encumbrance, license, or other restriction or limitation, including regarding use or disclosure;

(2) the item is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge;

(3) no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is pending or is threatened that challenges the legality, validity, enforceability, use, or ownership of the item, and there are no grounds for the same;

(4) Seller has not ever agreed to indemnify any Person for or against any interference, infringement, misappropriation, or other conflict with respect to the item;

(5) no loss or expiration of the item is threatened, pending, or reasonably foreseeable, except for items listed in Schedule 3.12(f)(5) or patents expiring at the end of their statutory terms (and not as a result of any act or omission by Seller, including, without limitation, a failure by Seller to pay any required maintenance fees and annuities).

(g) To Seller's Knowledge, with respect to each item of Intellectual Property required to be identified in Schedule 3.12(c):

(1) the license, sublicense, agreement, or permission covering the item is legal, valid, binding, enforceable, and in full force and effect;

(2) the license, sublicense, agreement, or permission should continue to be legal, valid, binding, enforceable, and in full force and effect following the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to herein in Section 3.12(g));

(3) no party to the license, sublicense, agreement, or permission is in breach or default, and no event has occurred which with notice or lapse of time would constitute a breach or default or permit termination, modification, or acceleration thereunder;

(4) no party to the license, sublicense, agreement, or permission has repudiated any provision thereof;

(5) with respect to each sublicense, the representations and warranties set forth in subsections (1) through (4) above are true and correct with respect to the underlying license;

(6) each underlying item of Intellectual Property is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge;

(7) no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is pending or, to the Knowledge of Seller, is threatened which challenges the legality, validity, or enforceability of the underlying item of Intellectual Property, and there are no grounds for the same; and

(8) Seller has not granted any sublicense or similar right with respect to the license, sublicense, agreement, or permission.

(h) To Seller's Knowledge, except for the Intellectual Property covered by the Schedules 3.12(b) and 3.12(c), Schedule 3.12(h) identifies each item of Intellectual Property that any third party owns and that Seller uses or has entered pursuant to license, sublicense, agreement, or permission. Seller has delivered to Buyer correct and complete copies of all such licenses, sublicenses, agreements and permissions (as amended to date). To Seller's Knowledge, with respect to each item of Intellectual Property required to be identified in Schedule 3.12(h):

(1) the license, sublicense, agreement, or permission covering the item is legal, valid, binding, enforceable, and in full force and effect;

(2) the license, sublicense, agreement, or permission will continue to be legal, valid, binding, enforceable, and in full force and effect on

identical terms following the consummation of the transactions contemplated hereby (including the assignments and assumptions referred to herein in Section 3.12(h));

(3) no party to the license, sublicense, agreement, or permission is in breach or default, and no event has occurred which with notice or lapse of time would constitute a breach or default or permit termination, modification, or acceleration thereunder;

(4) no party to the license, sublicense, agreement, or permission has repudiated any provision thereof;

(5) with respect to each sublicense, the representations and warranties set forth in subsections (1) through (4) above are true and correct with respect to the underlying license;

(6) each underlying item of Intellectual Property is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge;

(7) no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is pending or, to the Knowledge of Seller, is threatened which challenges the legality, validity, or enforceability of the underlying item of Intellectual Property, and there are no grounds for the same; and

(8) Seller has not granted any sublicense or similar right with respect to the license, sublicense, agreement, or permission.

(i) Seller does not have any Knowledge of any new products, inventions, procedures, or methods of manufacturing or processing that any competitors or other third parties have developed that reasonably could be expected to supersede or make obsolete any product or process of Seller or to limit the business of Seller, as presently conducted or as presently proposed to be conducted.

(j) To Seller's Knowledge, Seller has taken all commercially reasonable action to maintain and protect all of the Intellectual Property of Seller, and will continue in this manner to maintain and protect all of the Intellectual Property of Seller prior to Closing so as not to adversely affect the validity or enforceability thereof. To Seller's Knowledge, the owners of any of the Intellectual Property licensed to Seller have taken all commercially reasonable action to maintain and protect the Intellectual Property covered by such license.

(k) To Seller's Knowledge, Seller has complied with and are presently in compliance with all foreign, federal, state, local, governmental (including, but not limited to, the Federal Trade Commission and State Attorneys General), administrative or regulatory laws, regulations, guidelines and rules applicable to procuring, maintaining, and enforcing any Intellectual Property, and Seller shall take all steps necessary to ensure such compliance until Closing.

(l) To Seller's Knowledge, all current and former employees, independent contractors and consultants of Seller have assigned, or are obligated to assign, to Seller, all of their respective rights in any Intellectual Property developed on behalf of or in connection with

their employment or affiliation with Seller, including all inventions and discoveries by the same for which an application for patent or other Intellectual Property protection has not yet been filed. To Seller's Knowledge, no current or former employee, independent contractor or consultant of Seller has any interest in any Intellectual Property used by Seller in connection with the Business. Seller has paid to its respective employees, independent contractors and consultants all fees due for the assignment of such rights pursuant to individual agreements or applicable legal provisions.

Section 3.13 Employees. Schedule 3.13 sets forth, as of the date of this Agreement, (a) a complete list of all of Seller's current employees identified by employee number, indicating rate of pay, employment dates and job titles for each employee; (b) a summary of benefits and personnel policies applicable to such employees; and (c) whether any such employee has an employment agreement (provided, that Seller's standard offer of employment letters given in the Ordinary Course of Business (correct and complete copies of which have been made available to Buyer) shall not be considered employment agreements). To Seller's Knowledge, no executive, key employee, or group of employees has any plans to terminate employment with Seller except for the employees set forth on Schedule 1.3 and the Non-Hired Employees. Seller is not a party to or bound by any collective bargaining agreement, nor has Seller experienced any strikes, grievances, claims of unfair labor practices, or other collective bargaining disputes. To Seller's Knowledge, Seller has not committed any unfair labor practice. To Seller's Knowledge, no organizational effort is presently being made or threatened by or on behalf of any labor union with respect to employees of Seller.

Section 3.14 Legal Compliance. Seller has operated the Business in material compliance with all applicable Laws (including rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings, and charges thereunder and including the Foreign Corrupt Practices Act, 15 U.S.C. §78dd-1, et. seq.) and, to Seller's Knowledge, no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Seller alleging any failure so to comply.

Section 3.15 Contracts. Schedule 3.15 sets forth a complete and correct list of all the following Contracts to which Seller is a party:

(a) all current customer contracts (other than the customer contracts with the customers set forth on Schedule 3.22);

(b) any agreement (or group of related agreements) for the lease of personal property to or from any Person providing for lease payments in excess of $50,000 per annum;

(c) any agreement (or group of related agreements) for the purchase or sale of raw materials, commodities, supplies, products, or other personal property, or for the furnishing or receipt of services, the performance of which will extend over a period of more than one year, result in a loss to Seller, or involve consideration in excess of $100,000, other than the customer contracts referenced in Section 3.15(a);

(d) any agreement concerning a partnership or joint venture;

(e) any agreement (or group of related agreements) under which it has created, incurred, assumed, or guaranteed any indebtedness for borrowed money, or any capitalized lease obligation, in excess of $100,000 or under which it has imposed an Encumbrance on any of its assets, tangible or intangible;

(f) any material agreement concerning secrecy, confidentiality or non-competition that limits Seller's freedom to engage in any line of business or to compete with any other Person, including agreements that limit Seller's ability to take on competitive accounts after the termination thereof, other than those contained in customer contracts and non-disclosure agreements entered into with potential buyers of the Transferred Assets prior to the date hereof;

(g) except as disclosed in the Transition Services Agreement, any written agreement between any of Parent or its Affiliates on one hand and Seller on the other hand;

(h) any agreement for the employment of any individual on a full time, part-time, consulting, or other basis providing annual compensation or providing severance benefits in excess of $100,000;

(i) any agreement under which it has advanced or loaned any amount to any of the directors, officers, and employees of Seller outside the Ordinary Course of Business;

(j) any agreement under which Seller has advanced or loaned any other Person amounts in the aggregate exceeding $100,000 or

(k) any other agreement (or group of related agreements) the performance of which involves consideration in excess of $100,000.

Seller has delivered to Buyer a correct and complete copy of each written agreement (as amended to date) listed in Schedule 3.15. With respect to each such Contract: (a) the Contract is in full force and effect and constitutes the valid, legal, binding and enforceable obligation of Seller, (b) Seller is not (and to Seller's Knowledge, each other party thereto is not) in breach or default of any Contract and no event has occurred which with notice or lapse of time would constitute a breach or default, and (c) to Seller's Knowledge, no party has repudiated any provision of any of the material Contracts.

Section 3.16 Litigation. Except as disclosed on Schedule 3.16, there are no Actions pending or, to Seller's Knowledge, threatened. Except as disclosed on Schedule 3.16, there are no injunctions, judgments, orders, decrees, rulings, charges, citations, fines or penalties assessed against Seller, that affect the Business or the Transferred Assets, or Seller.

Section 3.17 Brokers' and Finders' Fees. Except for Cascadia Capital LLC, Seller has not retained any broker or finder in connection with any of the transactions contemplated by this Agreement.

Section 3.18 Notes and Accounts Receivable. All notes and accounts receivable of Seller are reflected properly on its books and records, are valid receivables subject to no setoffs or counterclaims, and arose for services rendered. Attached hereto as Exhibit H is the accounts receivable aging report of Seller as of August 31, 2007.

Section 3.19 Employee Benefit Plans.

(a) Schedule 3.19 lists each Employee Benefit Plan that Seller maintains, to which Seller contributes or has any obligation to contribute, or with respect to which Seller has any Liability (each, a "Seller Employee Benefit Plan").

(b) No Liability under Title IV or Section 302 of ERISA or Section 412 of the Code has been incurred by Seller or any ERISA Affiliate that has not been satisfied in full, and no condition exists that presents a material risk to Seller or any ERISA Affiliate of incurring any such Liability.

(c) The consummation of the transactions contemplated by this Agreement will not, either alone or in combination with another event, (i) entitled any Non-Hired Employee to severance pay, unemployment compensation or any other payment except as expressly provided in this Agreement, or (ii) accelerate the time of payment or vesting, or increase the amount of compensation due to any such Non-Hired Employee.

(d) There has been no material failure of a Seller Employee Benefit Plan that is a group health plan (as defined in Section 5000(b)(1) of the Code) to meet the requirements of Section 4980B(f) of the Code with respect to a qualified beneficiary (as defined in Section 4980B(g) of the Code). Neither Seller nor any ERISA Affiliate has contributed to a nonconforming group health plan (as defined in Section 5000(c) of the Code) and no ERISA Affiliate has incurred a tax under Section 5000(e) of the Code which is or could become a Liability of Neither Seller nor or any ERISA Affiliate.

(e) Neither Seller nor any ERISA Affiliate contributes to, has any obligation to contribute to, or has any Liability under or with respect to any Employee Benefit Plan that is a “defined benefit plan” (as defined in ERISA Section 3(35)) or a “multiemployer plan” (as defined in ERISA Section 3(37)).

(f) No assets of Seller are subject to any Encumbrance under ERISA or the benefits-related provisions of the Code.

Section 3.20 Environmental, Health, and Safety Matters. Seller has complied and is in compliance with all Environmental, Health, and Safety Requirements, except where the failure to comply with such Environmental, Health and Safety Requirements could not reasonably be expected to result in a Material Adverse Effect.

Section 3.21 Certain Business Relationships with Seller. None of Parent or its Affiliates, or any of Seller’s directors, officers, employees, or shareholders owns any asset, tangible or intangible, that is used in the Business except for the Intellectual Property covered by the Software License Agreement and the Trademark License Agreement and books and records related to Taxes.

Section 3.22 Customers and Suppliers.

(a) Schedule 3.22 lists the twenty largest customers of Seller (on a consolidated basis) for each of the two most recent fiscal years and set forth opposite the name of each such customer the percentage of consolidated net sales attributable to such customer.

(b) To Seller’s Knowledge, since the date of the Most Recent Balance Sheet, no supplier of Seller has indicated that it shall stop, or decrease the rate of, supplying materials, products or services to Seller, and no customer listed on Schedule 3.22 has indicated that it shall stop, or materially decrease the rate of, buying materials, products or services from Seller.

Section 3.23 Limitation of Representations and Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE III, THE TRANSFERRED ASSETS ARE BEING SOLD IN

THEIR “AS IS” CONDITION, AND NEITHER SELLER NOR ANY OTHER PERSON MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES, WHATSOEVER, EXPRESS OR IMPLIED, RELATING TO SUCH TRANSFERRED ASSETS, INCLUDING ANY REPRESENTATION OR WARRANTY (A) AS TO THE FUTURE SALES OR PROFITABILITY OF THE BUSINESS AS IT WILL BE CONDUCTED BY THE BUYER OR (B) ARISING BY STATUTE OR OTHERWISE IN LAW, FROM A COURSE OF CONDUCT, DEALING OR USAGE OF TRADE. ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER

As a material inducement to Seller to enter into this Agreement and to consummate the transactions contemplated herein, Buyer hereby represents and warrants to Seller that, as of the date of this Agreement and as of the Closing:

Section 4.1 Organization of Buyer. Buyer is corporation duly organized, validly existing and in good standing under the laws of State of Delaware, with all requisite power and authority to conduct its business as it is presently being conducted and to own and lease its properties and assets.

Section 4.2 Authorization; Validity. Buyer has all necessary corporate power and authority to execute, deliver and carry out the terms of this Agreement and the other Transaction Documents to which it is a party. The execution, delivery and consummation of this Agreement and the other Transaction Documents to which it is a party have been duly authorized by all necessary corporate action (including, without limitation, authorization from its Board of Directors). This Agreement and the other Transaction Documents to which it is a party, upon due execution and delivery thereof shall constitute the valid and binding obligation of Buyer, enforceable against Buyer in accordance with their respective terms except as enforcement may be limited by bankruptcy, insolvency, reorganization, or similar laws affecting creditor’s rights generally, and by general principles of equity.

Section 4.3 No Conflict or Violation. Neither the execution and delivery of this Agreement or the other Transaction Documents to which Buyer is a party nor the consummation of the transactions contemplated hereby or thereby will result in:

(a) a violation of or a conflict with any provision of the organizational documents of Buyer;

(b) a breach of, or a default under, any term or provision of any contract, commitment or license to which Buyer is a party or by which its assets are bound, which breach or default could reasonably be expected to result in a material adverse effect on Buyer’s ability to consummate the transactions contemplated hereby; or

(c) a violation by Buyer of any Law, which violation could reasonably be expected to result in a material adverse effect on Buyer’s ability to consummate the transactions contemplated hereby.

Section 4.4 Consents and Approvals. No consent, approval or authorization of, or declaration, filing or registration with, any Governmental Authority, or any other Person or entity, is required to be made or obtained by Buyer in connection with the execution, delivery and

performance of this Agreement and the consummation of the transactions contemplated hereby, except for consents, approvals or authorizations, declarations, filings or registrations, the failure of which to obtain would not in the aggregate impair the ability of Buyer to perform its obligations hereunder.

Section 4.5 No Brokers. Neither Buyer nor any Affiliate of Buyer has entered into or will enter into any agreement, arrangement or understanding with any Person which will result in the obligation of Seller, to pay any finder's fee, brokerage commission or similar payment in connection with the transactions contemplated hereby.

Section 4.6 Financing. Buyer has adequate financing available to consummate the transactions contemplated by this Agreement and the Transaction Documents.

Section 4.7 Certain Litigation. There is no action, proceeding or investigation pending to which Buyer is a party or, to Buyer's Knowledge, threatened against Buyer, which questions the validity of this Agreement or impairs the ability of Buyer to consummate the transactions contemplated hereby.

ARTICLE V
COVENANTS

Seller and Buyer hereby covenant that during the period from and after the date hereof to and including the Closing Date as follows:

Section 5.1 Access to Information and Records. Subject to the procedures set forth below, at or prior to the Closing Date, Buyer and its financing sources shall be entitled, through their respective representatives and agents, to make such investigation of the Business and such examination of the books, records, financial condition and operations of the Business as Buyer or its financing sources may reasonably request. Any such investigation and examination shall be conducted at reasonable times and under reasonable circumstances and Seller shall cooperate fully therein, including cooperating with its accountants, consultants, agents and attorneys. Notwithstanding the foregoing, Buyer agrees not to contact Seller's customers, suppliers and employees prior to Closing, without the prior written consent of Seller. Buyer and its Affiliates and financing sources shall keep confidential and shall not use or disclose in any manner inconsistent with this Agreement, except in connection with this Agreement or the other Transaction Agreements, any information or documents obtained from Seller concerning Seller's assets, including the Transferred Assets, properties, business, including the Business, and operations, unless (i) readily ascertainable from public or published information, or trade sources, (ii) already known or subsequently developed by Buyer independently of any investigation of Seller, (iii) received from a third party not under an obligation to Seller to keep such information confidential or (iv) required by any law or order; provided, however, that following Closing, the restrictions on use and disclosure shall not apply to any information or documents which are included in the Transferred Assets. In the event this transaction does not close for any reason, Buyer and its Affiliates and financing sources shall return or destroy all such information, documents and compilations thereof as reasonably requested by Seller.

Section 5.2 Confidentiality. Unless required by law, no Party will issue any press release or make any other public announcement regarding this Agreement or the transactions contemplated hereby without the consent of the other Party, which consent shall not unreasonably withheld, conditioned or delayed; provided however that, notwithstanding the foregoing, Buyer may issue any press release or make any other public announcement

regarding the Closing without the consent of any other Party. Each of Seller, Parent and Buyer will treat and hold as such all of the Confidential Information of the other Parties, refrain from using or disclosing in any manner any of the Confidential Information of the disclosing Party except in connection with this Agreement or the other Transaction Agreements, and deliver promptly to the disclosing Party or destroy, at the request and option of the disclosing Party, all tangible embodiments (and all copies) of the Confidential Information of such Party which are in its possession. In the event that any Party is requested or required (by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of a disclosing Party, such Party as applicable, will notify the disclosing Party promptly of the request or requirement so that the disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Section 5.2. If, in the absence of a protective order or the receipt of a waiver hereunder, any Party is, on the advice of counsel, compelled to disclose any Confidential Information of a disclosing Party to any tribunal or else stand liable for contempt, such Party, may disclose the Confidential Information to the tribunal; provided, however, that such Party, shall use its best efforts to obtain, at the request of the disclosing Party, an order or other assurance that confidential treatment will be accorded to such portion of the Confidential Information required to be disclosed as the disclosing Party shall designate. The provisions of this Section 5.2 shall survive the termination of this Agreement.

Section 5.3 Conduct of Business. From the date hereof through the Closing Date, Seller shall (i) operate the Business in the Ordinary Course of Business and (ii) without limiting the generality of the foregoing, not undertake any action, fail to take any action or permit to occur any event, which such action, failure or occurrence, had it taken place prior to the date hereof, would be required to be disclosed pursuant to Section 3.7 without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed; provided, that if any such event shall occur which is beyond the control of Seller, Seller shall promptly notify Buyer. Without limiting the generality of the foregoing, Seller will not (i) declare, set aside, or pay any dividend or make any distribution with respect to its capital stock or redeem, purchase or otherwise acquire any of its capital stock, (ii) pay any amount to any third party with respect to any Liability or obligation (including any costs and expenses Seller has incurred or may incur in connection with this Agreement and the transactions contemplated hereby) which would not constitute an Assumed Liability if in existence as of the Closing, or (iii) otherwise engage in any practice, take any action, or enter into any transaction of the sort described in Section 3.7 above. Seller will keep its business and properties substantially intact, including its present operations, physical facilities, working conditions, and relationships with lessors, licensors, suppliers, customers, and employees.

Section 5.4 Consents.

(a) The Parties shall use their commercially reasonable efforts to make all filings with, and obtain all consents, authorizations, qualifications and orders from, all Governmental Authority and other Persons necessary or required to be obtained by such Party to consummate the transactions contemplated by this Agreement and the other Transaction Documents set forth on Schedule 5.4 within 60 days after the Closing Date.

(b) Each Party hereto shall furnish the other Party such necessary information and reasonable assistance as such other Party may reasonably request in connection with Section 5.4(a).

Section 5.5 Exclusivity. Neither Parent nor Seller will (i) solicit, initiate, or encourage the submission of any proposal or offer from any Person relating to the acquisition of any capital stock or other voting securities, or any substantial portion of the assets, of Seller (including any acquisition structured as a merger, consolidation, or share exchange) or (ii) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any Person to do or seek any of the foregoing. Parent and Seller will notify Buyer immediately if any Person makes any proposal, offer, inquiry, or contact with respect to any of the foregoing.

Section 5.6 Notice of Developments. Each Party will give prompt written notice to the other Party of any material adverse development causing a breach of any of its own representations and warranties in ARTICLE III and ARTICLE IV above. No disclosure by any Party pursuant to this Section 5.6, however, shall be deemed to amend or supplement the Schedules or to prevent or cure any misrepresentation, breach of warranty, or breach of covenant.

Section 5.7 Covenant Not to Compete. For a period of two years from and after the Closing Date, neither Parent nor Seller will engage directly or indirectly in the Business anywhere in the United States and its territories, Mexico or Canada; provided, however, that no owner of less than 1% of the outstanding stock of any publicly traded corporation shall be deemed to engage solely by reason thereof in any of its businesses. Notwithstanding the foregoing, Buyer acknowledges that (i) Parent owns an equity interest in Percepta, LLC ("Percepta"), (ii) Percepta engages directly or indirectly in the Business ("Percepta Activities"), and (iii) Parent will engage directly or indirectly in the Business under the Software License Agreement and the Trademark License Agreement. Buyer agrees that Parent's ownership in Percepta, the Percepta Activities and Parent's activities under the Software License Agreement and the Trademark License Agreement shall not be deemed to violate the noncompete obligations set forth in this Section 5.7. If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 5.7 is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

ARTICLE VI
TERMINATION

Section 6.1 Termination. This Agreement may be terminated and the sale and purchase of the Transferred Assets abandoned, notwithstanding the approval thereof by Seller and Buyer, at any time prior to Closing:

(a) by mutual written consent of Seller and Buyer;

(b) by either Seller or Buyer, if the sale and purchase of the Transferred Assets shall not have been consummated on or before October 5, 2007 (the "Termination Date");

(c) by Buyer, (x) in the event that the conditions to its obligations set forth in ARTICLE VIII have not been satisfied or waived at or prior to the Termination Date or (y) by giving written notice to Seller on or before the fifth day following the date of this Agreement if

Buyer is not reasonably satisfied with the results of its continuing business, legal, and accounting due diligence regarding Seller or (z) in the event Seller has breached any material representation, warranty or covenant contained in this Agreement in any material respect, Buyer has notified Seller of the breach and the breach has continued without cure for a period of ten days after the notice of breach; or

(d) by Seller in the event that the conditions to Seller's obligations set forth in ARTICLE VII have not been satisfied or waived at or prior to the Termination Date.

Notwithstanding the foregoing, neither Buyer nor Seller shall have the right to terminate this Agreement if the failure for Closing to occur is the willful breach of this Agreement by Buyer or Seller, as applicable.

Section 6.2 Effect of Termination. If this Agreement is terminated pursuant to Section 6.1, all rights and obligations of the Parties hereunder shall terminate and no Party shall have any Liability to the other Party, except for obligations of the Parties hereto in Section 5.1, Section 5.2 and Section 11.8, which shall survive the termination of this Agreement, and except that nothing herein will relieve any Party from Liability for any willful breach of this Agreement prior to such termination.

ARTICLE VII
CONDITIONS TO SELLER'S OBLIGATIONS

The obligations of Seller to transfer, sell and assign the Transferred Assets to Buyer on the Closing Date are subject, in the discretion of Seller, to the satisfaction or waiver, on or prior to the Closing Date, of each of the following conditions:

Section 7.1 Representations, Warranties. All representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects (except to the extent such representations or warranties are qualified with materiality, in which case such representations and warranties shall be true and correct in all respects) at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date.

Section 7.2 Performance by Buyer. Buyer shall have performed and complied in all material respects with all its agreements, covenants and obligations required hereby to be performed by it prior to or at the Closing Date.

Section 7.3 No Injunction. No injunction, stay or restraining order shall be in effect prohibiting the consummation of the transactions contemplated by this Agreement and no Action shall be pending seeking to make illegal, to delay materially or otherwise indirectly restrain or prohibit the consummation of the transactions contemplated hereby or otherwise seeking material damages.

Section 7.4 Payments. Buyer shall have tendered the Purchase Price, the Prepaid Sales Tax Amount and the Accrued Vacation Amount to Seller pursuant to ARTICLE II and have assumed all the Assumed Liabilities at the Closing.

Section 7.5 Transaction Documents. Buyer shall have executed and delivered each of the Transaction Documents to which Buyer is a party.

Section 7.6 Documents to be Delivered by Buyer. At the Closing, Buyer shall have delivered to Seller the following documents, in each case duly executed or otherwise in proper form:

(a) Compliance Certificate. A certificate signed by an executive officer of Buyer that each of the representations and warranties made by Buyer in this Agreement is true and correct in all material respects (except to the extent such representations or warranties are qualified with materiality, in which case such representations and warranties shall be true and correct in all respects) on and as of the Closing Date with the same effect as though such representations and warranties had been made or given on and as of the Closing Date, and that Buyer has performed and complied in all material respects (except to the extent such covenants are qualified with materiality, in which case such covenants shall be true and correct in all respects) with all of its obligations under this Agreement which are to be performed or complied with on or prior to the Closing Date.

(b) Certified Resolutions. Certified copies of the resolutions of the Board of Directors of Buyer, authorizing and approving this Agreement and the consummation of the transactions contemplated hereby.

(c) Incumbency Certificate. Incumbency certificates relating to each Person executing (as corporate officer or otherwise on behalf of another person) any document executed and delivered to Seller pursuant to the terms hereof.

(d) Other Documents. All other documents, instruments or writings required to be delivered to Seller at or prior to the Closing pursuant to this Agreement and such other certificates of authority, good standing certificates, certificates of incorporation (or formation), secretary certificates as to customary items, legal opinions and documents as Seller may reasonably request.

ARTICLE VIII
CONDITIONS TO BUYER'S OBLIGATIONS

The obligations of Buyer to purchase the Transferred Assets and assume the Assumed Liabilities as provided hereby are subject, in the discretion of Buyer, to the satisfaction or waiver, on or prior to the Closing Date, of each of the following conditions:

Section 8.1 Representations, Warranties. All representations and warranties of Seller contained in this Agreement shall be true and correct, in all material respects, when made and, (except to the extent such representations or warranties are qualified with materiality, in which case such representations and warranties shall be true and correct in all respects) except for changes which are permitted or contemplated by, or not inconsistent with this Agreement, at and as of the Closing Date as if such representations and warranties were made at and as of the Closing Date.

Section 8.2 Performance by Seller. Seller shall have performed and complied, in all material respects, with all agreements, covenants and obligations required hereby to be performed by it prior to or at the Closing Date. All actions to be taken by Seller in connection with the consummation of the transaction contemplated hereby shall be reasonably satisfactory in form and substance.

Section 8.3 No Injunction. No injunction, stay or restraining order shall be in effect prohibiting the consummation of the transactions contemplated by this Agreement and no Action shall be pending or threatened seeking to make illegal, to delay materially or otherwise indirectly restrain or prohibit the consummation of the transactions contemplated hereby or otherwise seeking material damages or affect adversely the right of Buyer to own and control the Transferred Assets, and to operate the Business.

Section 8.4 Documents to be Delivered by Seller. At the Closing, Seller shall have delivered to Buyer the following documents, in each case duly executed or otherwise in proper form:

(a) Compliance Certificate. A certificate signed by an executive officer of Seller that each of the representations and warranties made by Seller in this Agreement is true and correct in all material respects (except to the extent such representations or warranties are qualified with materiality, in which case such representations and warranties shall be true and correct in all respects) on and as of the Closing Date with the same effect as though such representations and warranties had been made or given on and as of the Closing Date, and that Seller has performed and complied in all material respects (except to the extent such covenants are qualified with materiality, in which case Seller shall have performed and complied with all of such covenants in all respects) with all of its obligations under this Agreement which are to be performed or complied with on or prior to the Closing Date.

(b) Certified Resolutions. Certified copies of the resolutions of the Board of Directors of Seller, authorizing and approving this Agreement and the consummation of the transactions contemplated hereby.

(c) Incumbency Certificate. Incumbency certificates relating to each person executing (as corporate officer or otherwise on behalf of another person) any document executed and delivered to Buyer pursuant to the terms hereof.

(d) Certificate of Non-Foreign Status. A certificate, duly completed and executed by the Seller (except for NG Canada) pursuant to Section 1.1445-2(b)(2) of the Treasury Regulations, certifying that Seller (except for NG Canada) is not a “foreign person” within the meaning of Code Section 1445.

(e) BofA Consent. A consent from BofA regarding the BofA Account in a form reasonably satisfactory to Buyer.

(f) Other Documents. All other documents, instruments or writings required to be delivered to Buyer at or prior to the Closing pursuant to this Agreement and such other certificates of authority, good standing certificates, certificates of incorporation (or formation), secretary certificates as to customary items, legal opinions and documents as Buyer may reasonably request.

Section 8.5 Transaction Documents. Seller shall have executed and delivered each of the Transaction Documents to which it is a party.

Section 8.6 Absence of Litigation. No Action shall have been commenced or threatened by a Governmental Authority or third party against Buyer or Seller, or any of their Affiliates, officers or directors of any of them, with respect to the transactions contemplated hereby, challenging the rights of the Parties hereto to consummate such transactions or which

reasonably could be expected to result in a (i) Material Adverse Effect or (ii) a material adverse effect on Buyer's ability to consummate the transactions contemplated hereby.

ARTICLE IX
POST-CLOSING COVENANTS

Section 9.1 Further Assurances. On and after the Closing Date, Seller and Buyer will take all appropriate action and execute (or cause to be executed) all documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of the provisions hereof. Seller acknowledges and agrees that from and after the Closing, Buyer will be entitled to possession of all documents, books, records (excluding Tax records), agreements, and financial data of any sort relating to the Seller. Upon request of Buyer, Seller will provide copies of relevant Tax records to Buyer where Buyer can show a legitimate business need for such records.

Section 9.2 Transition. Seller will not take any action that is designed or intended to have the effect of discouraging any , licensor, customer, supplier, or other business associate of Seller from maintaining the same business relationship with Buyer and Seller after the Closing that it maintained with Seller and Seller prior to the Closing. Seller and Seller will refer all customer inquiries relating to the Business to Buyer from and after the Closing.

Section 9.3 Wage Reporting. With respect to employment Tax matters (i) Buyer shall assume Seller's entire obligation to prepare, file, and furnish IRS Form W-2s with respect to the Hired Employees for the period starting after the Closing Date; (ii) Seller and Buyer shall agree to elect the "predecessor-successor" basis with respect to each Hired Employee pursuant to the alternative procedure prescribed by Section 5 of Revenue Procedure 2004-53, 34 I.R.B 320; and (iii) Seller and Buyer shall work in good faith to adopt similar procedures under applicable wage payment, reporting and withholding Laws for all Hired Employees in all appropriate jurisdictions.

Section 9.4 Cooperation. Buyer and Seller shall provide each other with such assistance as may reasonably be requested by the others in connection with the preparation of any return or report of Taxes, any audit or other examination by any taxing authority, or any judicial or administrative proceedings relating to liabilities for Taxes. Such assistance shall include making employees available on a mutually convenient basis to provide additional information or explanation of material provided hereunder and shall include providing copies of relevant tax returns and supporting material. The party requesting assistance hereunder shall reimburse the assisting party for reasonable out-of-pocket expenses incurred in providing assistance. Buyer and Seller will retain for the full period of any statute of limitations and provide the others with any records or information which may be relevant to such preparation, audit, examination, proceeding or determination.

ARTICLE X
INDEMNIFICATION

Section 10.1 Indemnification.

(a) By Seller. All the representations and warranties of Seller and Parent contained in this Agreement shall survive the Closing and continue in full force and effect for a period of two years after the date of Closing (except with respect to representations and warranties under Section 3.1, Section 3.2(a), Section 3.3, Section 3.4, Section 3.10, and

Section 3.20 which shall survive for the applicable statute of limitations, after giving effect to any extensions or waivers, plus 60 days). From and after the Closing Date, Seller and Parent shall jointly and severally indemnify and hold harmless Buyer, and its managers, members, directors, officers, employees, Affiliates and agents (collectively, the "Buying Party Indemnitee"), against and in respect of Losses arising from or relating to (i) any breach of any of the representations or warranties made by Seller in ARTICLE III, (ii) the Excluded Liabilities, (iii) any breach of Section 2.8(a) and Section 2.8(c), (iv) any breach of any other covenant or agreement made by Seller in the Transaction Documents, and (v) except for accrued vacation obligations to Hired Employees, the operations of the Business prior to the Closing Date.

(b) By Buyer. All the representations and warranties of Buyer contained in this Agreement shall survive the Closing and continue in full force and effect for a period of two years after the date of Closing (except with respect to representations and warranties under Section 4.1, Section 4.2, Section 4.3 and Section 4.4 which shall survive for the applicable statute of limitations plus 60 days). From and after the Closing Date, Buyer and Holdings shall jointly and severally indemnify and hold harmless Seller and their managers, members, directors, officers, employees, Affiliates and agents at all times against and in respect of Losses arising from or relating to: (i) any breach of any of the representations or warranties made by Buyer in ARTICLE IV, (ii) any breach of Section 2.8(a) and Section 2.8(c), (iii) any breach of any other covenant or agreement made by Buyer in the Transaction Documents, (iv) except for accrued vacation obligations to Hired Employees, the Assumed Liabilities for any period after the Closing Date, and (v) the operations of the Business and the Transferred Assets from and after the Closing Date.

Section 10.2 Limitations of Indemnity. Notwithstanding the foregoing, (a) no amounts shall be payable by Seller or Buyer under Section 10.1(a), Section 10.1(b) and Section 10.3, as applicable, unless and until the aggregate amount otherwise payable by such Party in the absence of this clause exceeds $50,000 (the "Basket"), in which event all such amounts in excess of the Basket shall be due, and (b) no claim for indemnification under Section 10.1(a) and Section 10.1(b) shall be asserted after the second anniversary of the Closing Date hereof (except with respect to claim for indemnification (i) as a result of breaches of Section 3.1, Section 3.2(a), Section 3.3, Section 3.4, Section 3.10, and Section 3.20, which shall not be asserted after the expiration of the applicable statute of limitations, after giving effect to any extensions or waivers, plus 60 days, and (ii) under Section 10.1(a)(ii), Section 10.1(a)(iii) and Section 10.1(b)(ii) which may be asserted at any time after the Closing Date). In no event shall Seller's or Buyer's, as applicable, liability under Section 10.1(a) and Section 10.1(b) exceed $500,000 (the "Cap"); provided, however, that neither the Cap nor the Basket shall apply to any amount payable under Section 10.1(a)(ii), Section 10.1(a)(iii) and under Section 10.1(b)(ii). The amount of any amount payable under Section 10.1 or Section 10.3 shall be reduced by (x) any cash insurance proceeds received on account thereof and (y) any Tax benefit received as a result thereof. Each Party hereto agrees to promptly make a claim against any applicable insurance with respect to any amount payable under this ARTICLE X.

Section 10.3 Indemnification Procedures — Third Party Claims.

(a) The rights and obligations of a Party claiming a right of indemnification hereunder (each an "Indemnitee") from a Party to this Agreement (each an "Indemnitor") in any way relating to a third party claim shall be governed by Section 10.2 and Section 10.3:

(i) The Indemnitee shall give prompt written notice to the Indemnitor of the commencement of any Action or any threat thereof, or any state of facts

which Indemnitee determines will give rise to a claim by the Indemnitee against the Indemnitor based on the indemnity agreements contained in this Agreement setting forth, in reasonable detail, the nature and basis of the claim and the amount thereof, to the extent known, and any other relevant information in the possession of the Indemnitee (a "Notice of Claim"). The Notice of Claim shall be accompanied by any relevant documents in the possession of the Indemnitee relating to the claim (such as copies of any summons, complaint or pleading which may have been served and, or any written demand or document evidencing the same). No failure to give a Notice of Claim shall affect, limit or reduce the indemnification obligations of an Indemnitor hereunder, except to the extent such failure actually prejudices such Indemnitor's ability successfully to defend the Action giving rise to the indemnification claim.

(ii) In the event that an Indemnitee furnishes an Indemnitor with a Notice of Claim, then upon the written acknowledgment by the Indemnitor given to the Indemnitee within thirty (30) days of receipt of the Notice of Claim, stating that the Indemnitor is undertaking and will prosecute the defense of the claim under such indemnity agreements (an "Indemnification Acknowledgment"), then the claim covered by the Notice of Claim may be defended by the Indemnitor, at the sole cost and expense of the Indemnitor; provided, however, that the Indemnitee is authorized to file any motion, answer or other pleading that may be reasonably necessary or appropriate to protect its interests during such 30 day period. However, in the event the Indemnitor does not furnish an Indemnification Acknowledgment to the Indemnitee or does not offer reasonable assurances to the Indemnitee as to Indemnitor's financial capacity to satisfy any final judgment or settlement, the Indemnitee may, upon written notice to the Indemnitor, assume the defense (with legal counsel chosen by the Indemnitee) and dispose of the claim, at the sole cost and expense of the Indemnitor. Notwithstanding receipt of an Indemnification Acknowledgment, the Indemnitee shall have the right to employ its own counsel in respect of any such Action, but the fees and expenses of such counsel shall be at the Indemnitee's own cost and expense, unless (A) the employment of such counsel and the payment of such fees and expenses shall have been specifically authorized by the Indemnitor in connection with the defense of such Action, or (B) the Indemnitee shall have reasonably concluded based upon a written opinion of counsel that there may be specific defenses available to the Indemnitee which are different from or in addition to those available to the Indemnitor in which case the costs and expenses incurred by the Indemnitee shall be borne by the Indemnitor.

(iii) The Indemnitee or the Indemnitor, as the case may be, who is controlling the defense of the Action shall keep the other fully informed of such Action at all stages thereof, whether or not such party is represented by counsel. The parties hereto agree to render to each other such assistance as they may reasonably require of each other in order to ensure the proper and adequate defense of any such Action. Subject to the Indemnitor furnishing the Indemnitee with an Indemnification Acknowledgment in accordance with Section 10.3(a)(ii), the Indemnitee shall cooperate with the Indemnitor and provide such assistance, at the sole cost and expense of the Indemnitor, as the Indemnitor may reasonably request in connection with the defense of any such Action including, but not limited to, providing the Indemnitor with access to and use of all relevant corporate records and making available its officers and employees for

depositions, pre-trial discovery and as witnesses at trial, if required. In requesting any such cooperation, the Indemnitor shall have due regard for, and attempt to not be disruptive of, the business and day-to-day operations of the Indemnitee and shall follow the requests of the Indemnitee regarding any documents or instruments which the Indemnitee believes should be given confidential treatment.

(b) The Indemnitor shall not make or enter into any settlement of any Action which Indemnitor has undertaken to defend, without the Indemnitee's prior written consent (which consent shall not be unreasonably withheld or delayed), unless there is no obligation, directly or indirectly, on the part of the Indemnitee to contribute to any portion of the payment for any of the Losses, the Indemnitee receives a general and unconditional release with respect to the claim (in form, substance and scope reasonably acceptable to the Indemnitee), there is no finding or admission of any violation of law by, or effect on any other claim that may be made against the Indemnitee and, in the reasonable judgment of the Indemnitee, the relief granted in connection therewith is not likely to result in a material adverse effect on the Indemnitee or the Indemnitee's reputation or prospects.

Section 10.4 Indemnification Procedures — Other Claims, Indemnification Generally.

(a) A claim for indemnification for any matter not relating to a third party claim may be asserted by giving reasonable notice directly by the Indemnitee to the Indemnitor. The Indemnitee shall afford the Indemnitor access to all relevant corporate records and other information in its possession relating thereto.

(b) If any party becomes obligated to indemnify another party with respect to any claim for indemnification hereunder and the amount of liability with respect thereto shall have been finally determined, the Indemnitor shall pay such amount to the Indemnitee in immediately available funds within ten days following written demand by the Indemnitor.

Section 10.5 Exclusive Remedy. The provisions for indemnification set forth in this ARTICLE X are the exclusive remedies of Buyer and Seller arising out of or in connection with this Agreement, and shall be in lieu of any rights under contract, tort, equity or otherwise (other than claims based on actual fraud).

ARTICLE XI
MISCELLANEOUS

Section 11.1 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by Seller without the prior written consent of Buyer, or by Buyer without the prior written consent of Seller. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns. This Agreement shall be for the sole benefit of the Parties hereto and their respective permitted assigns and is not intended, nor shall be construed, to give any Person, other than the Parties hereto and their respective successors and assigns any legal or equitable right, remedy or claim hereunder.

Section 11.2 Notices. Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing. All such notices

shall be delivered personally, by telecopier or by reputable overnight courier (costs prepaid), and shall be deemed given or made when delivered personally, the business day sent if sent by telecopier or one business day after delivery to the overnight courier for next business day delivery. All such notices are to be given or made to the Parties at the following addresses (or to such other address as any Party may designate by a notice given in accordance with the provisions of this Section 11.2):

If to Buyer or Holdings:

1240 North Avenue
West Chicago, IL 60185
Attention: General Counsel
Fax: 630-562-5549

If to Seller or Parent:

TeleTech Holdings, Inc.
9197 South Peoria Street
Englewood, CO 80112
Attention: General Counsel
Fax: 303-397-8677

With a copy to:

Brownstein Hyatt Farber Schreck, P.C.
410 17th Street, Suite 2200
Denver, CO 80202-4437
Attention: Steven C. Demby, Esq.
Fax: 303-223-1100

Section 11.3 Choice of Law; Waiver of Jury Trial. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware without reference to the choice of law or conflicts of law principles thereof. TO THE FULL EXTENT PERMITTED BY LAW, THE PARTIES HERETO HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE UNDER THIS AGREEMENT.

Section 11.4 Entire Agreement; Amendments and Waivers. This Agreement, together with all Exhibits and Schedules hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. This Agreement may not be amended or modified except by an instrument in writing signed on behalf of all of the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 11.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 11.6 Invalidity. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be

invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.

Section 11.7 Headings. The headings of the Articles and Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 11.8 Expenses. Except as otherwise provided herein, Seller and Buyer will each be liable for their respective costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement and the consummation of the transactions contemplated hereby. Without limiting the generality of the foregoing, any and all transfer, documentary, sales, use, stamp, registration, purchase, or similar Taxes ("Transfer Taxes"), and all conveyance fees, recording charges and other similar fees and charges (including any penalties and interest) incurred in connection with the consummation of the transactions contemplated by this Agreement (including those Transfer Taxes imposed on Buyer, Seller or Transferred Assets) shall be paid at Closing one-half by Seller and one-half by Buyer. Buyer will, at its own expense, file all necessary Tax Returns and other documentation with respect to all such Transfer Taxes, fees and charges, and, if required by applicable law, the Parties will, and will cause their Affiliates to, join in the execution of any such Tax Returns and other documentation.

Section 11.9 Interpretation. Unless otherwise indicated to the contrary herein by the context or use thereof: (i) the words, "herein," "hereof" and words of similar import refer to this Agreement as a whole and not to any particular Section or paragraph hereof; (ii) the word "including" means "including, but not limited to"; (iii) masculine gender shall also include the feminine and neutral genders, and vice versa; and (iv) words importing the singular shall also include the plural, and vice versa. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The Parties intend that each representation, warranty, and covenant contained herein shall have independent significance. If any Party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) that the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty, or covenant.

Section 11.10 Incorporation of Exhibits and Schedules. The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof. Disclosure of any information in any Schedule or Exhibit hereto shall be deemed disclosure of such information for all Schedules and Exhibits hereto.

Section 11.11 Business Days. Whenever the last day for a the exercise of any privilege or the discharge of any duty hereunder shall fall upon any day which is not a business day, the Party having such privilege or duty may exercise such privilege or discharge such duty on the next succeeding business day.

Section 11.12 Bulk Transfer Laws. Buyer and Seller agree that none of Buyer or Seller will comply with the provisions of any bulk sales, bulk transfer or similar laws of any jurisdiction

in connection with the transactions contemplated by this Agreement. Notwithstanding the above, nothing in this Section 11.12 shall relieve Seller of its indemnification of Buyer pursuant to Section 10.1(a) for Excluded Liabilities, including all Taxes imposed on Seller with respect to periods ending on or prior to the Closing Date or arising in connection with the consummation of the transactions contemplated hereby.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

Seller:

Newgen Results Corporation

By: _____
Name: _____
Title: _____

Carabunga.com, Inc.

By: _____
Name: _____
Title: _____

Newgen Results Canada, Ltd.

By: _____
Name: _____
Title: _____

Parent:

Teletech Holdings, Inc.
(solely for purposes of Section 5.2, Section 5.4, Section 5.5, Section 5.7, and ARTICLE X)

By: _____
Name: _____
Title: _____

Buyer:

Aspen Marketing Services, Inc.

By: _____
Name: _____
Title: _____

Holdings:

Aspen Acquisition Holdings LLC (solely for purposes of ARTICLE X)

By: _____
Name: _____
Title: _____

Exhibit 10.1

EXHIBIT C TO ASSET PURCHASE AGREEMENT

TELETECH's® IDENTIFY! ™ AND IDENTIFY! PLUS™

SOFTWARE AND INTELLECTUAL PROPERTY LICENSE AGREEMENT

LICENSE AGREEMENT

This Software and Intellectual Property License Agreement ("Agreement") is effective as of September 28, 2007 ("Effective Date") by and between licensor TeleTech Holdings, Inc. ("TeleTech"), a Delaware corporation with its principle place of business at 9197 S. Peoria Street, Englewood, CO 80129, licensee Aspen Marketing Services, Inc. ("Aspen"), a Delaware corporation its principal place of business at 1240 North Avenue, West Chicago, IL 60185, and Aspen Acquisition Holdings LLC, a Delaware limited liability company ("Aspen's Parent") (individually "Party", collectively the "Parties").

RECITALS

WHEREAS TeleTech is the owner of certain computer software, known as and referred to herein as Identify! software and Identify! Plus software and associated intellectual property, for use in the provision of telephone answering services; and

WHEREAS Aspen desires to obtain a license to use and revise the computer software licensed from TeleTech in connection with providing telephone answering services to Aspen's customers, and TeleTech has agreed to license the computer software to Aspen upon the terms and conditions of this Agreement;

NOW THEREFORE in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, and contingent upon the mutual endorsement and execution of a corresponding Asset Purchase Agreement as defined herein, the Parties agree as follows:

1 Definitions. The following terms shall have the meanings stated:

1.1 Affiliate. Any entity (but not a competitor) of TeleTech which now or in the future controls, is controlled by, or is under common control with Aspen, with "control" defined as a more than fifty percent (50%) ownership interest. This Agreement shall apply to the use of the Software by Aspen and its Affiliates. For the Software used by an Affiliate, "Aspen" and "Party" as used herein shall mean the applicable Affiliate.

1.2 Aspen's Customers. Aspen's customers, end users and/or subscribers of Aspen's Services.

1.3 Asset Purchase Agreement. The corresponding Asset Purchase Agreement between NewGen Results Corporation ("NewGen") and Aspen for the sale and transfer of certain assets of NewGen to Aspen.

1.4 Automotive Field of Use. The design, creation, manufacturing, marketing, distribution, sale and servicing of automobiles, including passenger cars, trucks and SUVs.

1.5 Calendar Quarter. Each of the following four calendar quarters: January 1 to March 31; April 1 to June 30; July 1 to September 30; and October 1 to December 31.

1.6 Confidential Information. Any data, material or information provided by TeleTech to Aspen in printed, written, graphic, photographic or other tangible form, as well as stored, transmitted and received electronically, or information of TeleTech that is presented, communicated or disclosed orally, including but not limited to information marked as "Confidential", "Secret", "Proprietary", "Restricted", "Private" or words of similar import, information generally known in the business to be confidential, and any other information disclosed to Aspen by TeleTech concerning the businesses and affairs of TeleTech and its subsidiaries that is not already generally available to the public, including, without limitation, trade secrets and know-how. Confidential Information shall include the Software, Source Code, TeleTech IP, trade secrets and any Derivative Work (other than Derivative Works created by Aspen pursuant to this Agreement) and shall also include any information which can be obtained from examining, testing, utilizing or analyzing the Software or Derivative Work (other than Derivative Works created by Aspen pursuant to this Agreement), or any software, hardware or component thereof as well as any accompanying materials, manuals, records or documents of similar nature. Confidential Information shall not include information that is: (i) lawfully known to Aspen prior to its disclosure by TeleTech, and such knowledge is not a direct or indirect result of a breach of any obligation by any third party; (ii) now or later becomes in the public domain other than as a result of a breach by Aspen or its obligations

hereunder; (iii) received subsequently by Aspen from a third party who has the lawful right to disclose same; (iv) independently developed by Aspen without reference to the Confidential Information received hereunder, as evidenced by Aspen's records, or (v) Derivative Works created by Aspen pursuant to this Agreement.

1.7 Mutual Confidential Information. Any Derivative Works created by Aspen pursuant to this Agreement.

1.8 Copyrights. All "original works of authorship" as defined by copyright law, including registered and/or unregistered copyrights associated with the Software.

1.9 Derivative Work. A work based on, or incorporating, the Software, including but not limited to translations, abridgments, condensations, improvements, updates, fixes, modifications and enhancements, or any other form in which the Software may be recast, transformed, adapted, or revised, and includes any other work specifically so-designated by both Parties in writing in the future.

1.10 Designated Engineers. Employees of Aspen who have access to the Source Code and/or who are engaged in creating Derivative Works, selected by Aspen at any time during the term of this Agreement and identified in writing to TeleTech.

1.11 Documentation. TeleTech's existing documentation of the Software.

1.12 Gross Revenue. All receipts, revenues, credits and any other amounts received by Aspen from, or generated by, (i) any and all contracts involving use of the Software or any Derivative Work, or (ii) any other use of the Software or any Derivative Work, before deductions of any expenses.

1.13 Identify!. Computer software, written in computer languages including XML, PLSQL, TSQL and CSharp, owned by TeleTech for the provision of telephone answering services, including, tracking, managing, recording and forwarding customer calls to a call center, including accessing and forwarding customer data.

1.14 Identify! Plus. Computer software, written in computer languages including XML, PLSQL, TSQL and CSharp, including version 2.0, owned by TeleTech for the provision of telephone answering services, including, tracking, managing, recording and forwarding customer calls to a call center, including accessing and forwarding customer data.

1.15 Intellectual Property. All of the following in any jurisdiction throughout the world: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, divisionals, extensions, reexaminations, utility models, certificates of invention, industrial designs, and design patents, as well as the rights to file for, and to claim priority to, any such patent rights, (b) all Trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names, and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, Copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all computer software (including source code, executable code, data, databases, and related documentation), (g) all advertising and promotional materials, (h) all other proprietary rights, (i) all copies and tangible embodiments thereof (in whatever form or medium); and (j) all income, royalties, damages and payments related to any of the foregoing (including damages and payments for past, present or future infringements, misappropriations or other conflicts with any intellectual property), and the right to sue and recover for past, present or future infringements, misappropriations or other conflict with any intellectual property.

1.16 License Fees. All fees owed to TeleTech pursuant to this Agreement including the First Year Royalty Fee, Second Year Royalty Fee, Running Royalty Fees — Automotive, Running Royalty Fees — Non-Automotive, as each of those are defined in Sections 3.1, 3.2, 3.3, and 3.5 respectively of this Agreement.

1.17 Non-Automotive Field of Use. Any and all business, industry and/or commerce in a field other than the Automotive Field of Use.

1.18 Services. Telephone answering services, including, without limitation, tracking, managing, recording and forwarding customer calls to a call center, including accessing and forwarding customer data and routing customer calls to a professional customer care agent.

1.19 Site(s). The physical location or locations in the Territory used, controlled or owned by Aspen where the Software is permissibly deployed under the Agreement.

1.20 Software. TeleTech's most recent version of Identify! and Identify! Plus software, as of the Effective Date, in Source Code and executable form.

1.21 Source Code. The source code of the Software written in programming language, including comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, and accompanied by documentation in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the Software without undue experimentation.

1.22 Territory. The United States of America, Canada and Mexico, including their respective territories and possessions.

1.23 [Intentionally omitted].

1.24 Trademarks. Identify! and Identify! Plus, including all trademark rights, trademark applications and trademark registrations associated therewith. This includes trademark application serial numbers 77/263,087 and 77/263,226.

1.25 USD. United States Dollars.

2 Software License.

2.1 Automotive Field of Use. TeleTech grants to Aspen, and Aspen accepts, subject to all of the terms and conditions of this Agreement: (i) an exclusive, perpetual, non-assignable, revocable, nontransferable, limited license to use the Software in executable form within the Territory solely in connection with providing the Services to Aspen's Customers doing business in the Automotive Field of Use; and (ii) in connection therewith, a non-exclusive, revocable, non-assignable, nontransferable, limited license to use, solely through Designated Engineers, the Source Code to modify and create, use and reproduce Derivative Works of the Software, by Aspen's Designated Engineers for Aspen's Customers in connection with providing the Services in the Automotive Field of Use. All Designated Engineers must execute a Non-Disclosure Agreement in the form attached hereto as Exhibit A, with copies of the executed Non-Disclosure Agreements provided to TeleTech, and be identified in writing to TeleTech before accessing the Source Code. If a Designated Engineer's employment with Aspen terminates then that individual's status as a Designated Engineer terminates and Aspen shall take commercially reasonable steps to ensure that Confidential Information in the possession of such terminated Designated Engineer is returned.

2.2 Non-Automotive Field of Use. TeleTech grants to Aspen, and Aspen accepts, subject to all of the terms and conditions of this Agreement: (i) a non-exclusive, perpetual, non-assignable, revocable, nontransferable, limited license to use the Software in executable form within the Territory solely in connection with providing the Services to Aspen's Customers doing business in the Non-Automotive Field of Use; and (ii) in connection therewith, a non-exclusive, revocable, non-assignable, nontransferable, limited license to use, solely through Designated Engineers, the Source Code to modify and create, use and reproduce Derivative Works of the Software, by Aspen's Designated Engineers for Aspen's Customers in connection with providing the Services in the Non-Automotive Field of Use. All Designated Engineers must execute a Non-Disclosure Agreement in the form attached hereto as Exhibit A, with copies of the executed Non-Disclosure Agreements provided to TeleTech, and be identified in writing to TeleTech before accessing the Source Code. If a Designated Engineer's employment with Aspen terminates then that individual's status as a Designated Engineer terminates and Aspen shall take reasonable steps to ensure that Confidential Information in the possession of such terminated Designated Engineer is returned.

2.3 No Sublicense; Copies; No Other Rights Granted. Aspen shall have no right to sublicense the Software or Derivative Works, or to grant sublicenses under this Agreement, without the prior written consent of TeleTech. Aspen may make a reasonable number of copies of the Software as needed for back-up, archival and testing purposes and of the Documentation as needed for Aspen's business purposes as granted herein. The equipment and location where the archival copies are stored shall be listed on Exhibit B attached to this Agreement and shall be deemed Authorized Equipment and Site consistent with Section 4.2 below. Aspen shall have no other right to copy, in whole or in part, the Software. Any copy of the Software made by Aspen is the exclusive property of TeleTech. Aspen's rights in the Software shall at no time exceed the scope of the license granted under Sections 2.1 and 2.2 of this Agreement. TeleTech reserves all rights not expressly granted to Aspen hereunder.

3 License Fees and Terms.

3.1 First Year Royalty Fee, Automotive Field of Use. On the Effective Date, Aspen shall pay TeleTech a royalty fee equal to $225,000 USD ("First Year Royalty Fee"), for the license provided in Section 2.1 in the Automotive Field of Use for the period of time beginning on the Effective Date and ending twelve (12) months thereafter.

3.2 Second Year Royalty Fee, Automotive Field of Use. On the first year anniversary of the Effective Date, Aspen shall pay TeleTech a royalty fee equal to $2,000,000 USD ("Second Year Royalty Fee"), for the license provided in Section 2.1 in the

Automotive Field of Use for the period of time beginning twelve (12) months after the Effective Date and ending twenty-four (24) months after the Effective Date.

3.3 Running Royalty Fees — Automotive Field of Use; Minimums. Unless Aspen shall give written notice of termination to TeleTech not less than 60 days prior to the beginning of any applicable one-year term, beginning on the second year anniversary of the Effective Date and continuing throughout the term of this Agreement, Aspen shall pay TeleTech an ongoing annual royalty fee equal to five percent (5%) of all Gross Revenue received by Aspen ("Running Royalty Fees-Automotive Field of Use"), subject to Section 3.4. Aspen shall pay TeleTech the Running Royalty Fees-Automotive Field of Use within thirty (30) days after the expiration of each Calendar Quarter, accompanied by the certified reports as required by Section 3.9. If the Running Royalty Fees-Automotive Field of Use paid by Aspen in a calendar year is less than $150,000 USD, then Aspen shall pay TeleTech, by February 1 of the next calendar year, an amount equal to the difference between $150,000 USD and the Running Royalty Fees-Automotive Field of Use paid to date for the calendar year.

3.4 Offsets to License Fees. Running Royalty Fees-Automotive Field of Use Field of Use may be offset in the following manner: if TeleTech's gross revenue from Aspen for call center services provided by TeleTech to Aspen pursuant to the Master Services Agreement and Statement of Work between the Parties ("TeleTech Call Center Services") exceeds $5,000,000 USD annually, each $1,000,000 USD of gross revenue annually in excess of $5,000,000 USD will reduce the Running Royalty Fees-Automotive Field of Use Field of Use by $100,000 USD, up to a maximum reduction of $150,000 USD per year. For illustration purposes only, if TeleTech Call Center Services are $6,000,000 USD in a calendar year, then the Running Royalty Fees-Automotive Field of Use Field of Use owed by Aspen will be reduced by $100,000 USD for the calendar year.

3.5 Running Royalty Fees—Non-Automotive Industry. Commencing on the Effective Date and continuing unless Aspen shall give written notice of termination to TeleTech not less than 60 days prior to the beginning of any applicable one-year term, Aspen shall pay TeleTech, within thirty (30) days after the end of each Calendar Quarter, an ongoing annual royalty fee equal to five percent (5%) of all Gross Revenue received by Aspen for such Calendar Quarter (and without duplication of any other License Fees payable hereunder) derived from utilizing the Software or any Derivative Work in the Non-Automotive Field of Use ("Running Royalty Fees—Non-Automotive") accompanied by the certified reports as required by Section 3.9.

3.6 Transmission of Payments. All License Fees and any other payments payable by Aspen pursuant to this Agreement shall be paid in cash in immediately available USD funds by check or wire transfer to TeleTech.

3.7 Late Payments. TeleTech's obligations and Aspen's rights are contingent on full and timely payment of all amounts required to be paid hereunder. Failure to make timely payment within 30 days of the due date thereof will be deemed a material breach of this Agreement and entitle TeleTech to terminate this Agreement pursuant to Section 9.2. TeleTech reserves the right to invoice Aspen for interest on any overdue sum at the rate of one and a half percent (1.5%) per month (or the highest rate allowed by applicable law), calculated from the due date of payment to the date of collection. Payment subsequently received from Aspen will be first applied to such late charges, then to amounts past due and then to new billings.

3.8 Taxes, Etc. All amounts are net of, and Aspen shall pay all additional sums for, any sales and use taxes, duties, and other similar assessments related to the Software under this Agreement (exclusive of taxes based on TeleTech's net income). Teletech shall provide Aspen reasonable detail of such taxes and shall request compensation by Aspen of such taxes within 180 days of the date such taxes were paid or required to be paid by Teletech, whichever is later. If Teletech fails to notify Aspen of any such taxes within the 180-day period referred to above, Aspen shall not be required to pay or reimburse Teletech for any such taxes. Aspen shall indemnify and hold harmless TeleTech from all claims and liability arising from Aspen's failure to comply with the requirements of this Section 3.8.

3.9 Reporting Obligations.

a. Aspen shall maintain, during the term of this Agreement and for a period of two (2) years following termination of this Agreement, records showing the Gross Revenue under the license herein granted in sufficient detail to enable the License Fees payable hereunder by Aspen to be audited pursuant to Section 3.10.

b. Aspen will provide to TeleTech, within thirty (30) days after the end of each Calendar Quarter, a written report reporting all Gross Revenue by Aspen during the preceding three-month period and the License Fees due thereon. The report shall contain all information necessary for the determination of License Fees payable hereunder. The report shall be signed and certified by the Chief Financial Officer of Aspen. If, for any three-month period, no License Fee payments shall be due, Aspen shall submit a written report to TeleTech to that effect. All reports shall be delivered to TeleTech at the address specified in this Agreement and substantially in the format of the report attached as Exhibit D.

c. The reports provided by Aspen pursuant to this Section 3.9 and any information provided by Aspen in any audit performed pursuant to Section 3.10 and all records used or generated in any such audit shall be confidential, and TeleTech shall take reasonable measures to maintain the confidentiality of such reports and information.

3.10 Audit Rights.

a. During the term of this Agreement and for a period of two (2) years following termination of this Agreement, Aspen agrees to permit its books and records to be examined, and/or its use of the Software and Derivative Works to be examined, upon written request from TeleTech and at a reasonable time during Aspen's normal business hours and at a location where Aspen normally keeps its records, Software and Derivative Works, to the extent necessary to verify the reports provided for in Section 3.9(b) and Aspen's compliance with the terms and conditions of the Agreement regarding use of the Software and Derivative Works, such examination to be made at the expense of TeleTech by TeleTech or its agents or any certified public accountant appointed by TeleTech (with respect to any audit in connection with Section 3.9).

b. If the results of the audit reveal that Aspen has underpaid amounts due under this Agreement, Aspen shall pay, within thirty (30) days of written notice of the audit results, TeleTech the amount of such deficiency, together with interest as provided for under this Agreement plus an additional 2.00% per annum. If an audit shows that Aspen has paid more than required under this Agreement, any excess amounts shall, at the option of Aspen, be refunded by TeleTech or credited against future royalties. TeleTech shall assume the costs of such audits, provided that Aspen shall be liable to TeleTech for the cost of such audits in the event that such audit results in a determination that Aspen has paid less than ninety percent (90%) of the monies owed TeleTech under this Agreement for the period of the audit.

3.11 Non-Compete. Upon receipt of the Source Code, Aspen may have the opportunity to discover TeleTech's trade secret information in that Source Code and as such, except as otherwise stated in this Agreement, Aspen, on its own or indirectly through others, shall not create or attempt to create any software outside of this Agreement to function as, take the place of or replace the Software during the term of this Agreement; provided however that the parties agree that Aspen's use, improvements, updates, enhancements or modifications to the Appointnet software which do not contain the Software, shall not be considered to be a breach of this Agreement or competition with Teletech; and provided further than the parties agree that Aspen's modifications, creation, use or reproduction of Derivative Works of the Software in accordance with and as contemplated by this Agreement shall not be considered to be a breach of this Agreement or competition with Teletech.

4 Delivery, Installation and Support.

4.1 Delivery. TeleTech shall deliver the Software at Closing. With respect to the Source Code, within 5 business days of the execution of this Agreement, TeleTech shall deliver the Source Code on CD-ROM or DVD-ROM to Rick Goddard at Aspen .

4.2 Installation, Authorized Equipment and Site. Aspen shall be solely responsible for installing the Software. Aspen shall install and use the Software and Source Code only on the computer equipment ("Authorized Equipment") at the Site(s) listed on Exhibit B attached to this Agreement. Exhibit B shall be amended by Aspen each time there is a change to the Authorized Equipment and/or Site(s). Upon the sale or transfer of any Site, the license grants to the Software and Source Code with respect to such Site will immediately terminate, unless TeleTech and the purchaser of such Site ("Purchaser") agree in writing to the transfer of the Software and Source Code and enter into a Software License Agreement with respect to the Software and Source Code. If the Software and Source Code are not transferred to the Purchaser as provided for herein, Aspen may elect to transfer the licenses at no additional cost for use at a different Aspen location and all such use of the Software and Source Code at the new Site shall be governed by the terms of this Agreement, provided that Exhibit B has been amended accordingly.

4.3 Support. TeleTech shall have no responsibility for supporting, maintaining, correcting and/or updating the Software in any manner under this Agreement.

5 Limited Warranty and Disclaimers.

5.1 Limited Warranty. TeleTech warrants to Aspen that (i) the Software is the most recent version as of the Effective Date, (ii) TeleTech exclusively owns and possess all right, title and interest to the Software, free and clear of any lien, license or other restriction or limitation, including regarding use or disclosure, (iii) to Seller's Knowledge the Software does not infringe any third-party's Intellectual Property, and (iv) TeleTech has the right to grant the licenses to Aspen hereunder.

5.2 Disclaimer. **OTHER THAN THE LIMITED WARRANTY SET FORTH IN SECTION 5.1 AND MADE FOR THE BENEFIT OF ASPEN ONLY, THE SOFTWARE IS PROVIDED "AS IS", AND TELETECH MAKES NO, AND HEREBY DISCLAIMS ALL, OTHER WARRANTIES OR REPRESENTATIONS OR CONDITIONS, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A**

PARTICULAR PURPOSE. TELETECH DOES NOT WARRANT THAT ANY OR ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SOFTWARE SHALL BE UNINTERRUPTED OR ERROR-FREE. STATEMENTS MADE BY TELETECH'S SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

6 Limitation of Liability.

6.1 Limitation of Liability. Except for the Confidentiality and Indemnification obligations under this Agreement and for claims based upon infringement or misappropriation of TeleTech's Intellectual Property, either Party's maximum liability under this Agreement shall be limited to direct actual damages not to exceed the actual License Fees paid to TeleTech under this Agreement during the immediately preceding twelve (12) month period from the date the claim in question first arose. EXCEPT FOR THE CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL TELETECH OR ASPEN, ANY PARENT, SUBSIDIARY, OR AFFILIATE, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND OR NATURE OR IN ANY MANNER WHATSOEVER, OR FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES OR COSTS (INCLUDING ATTORNEYS' FEES) REGARDING THIS AGREEMENT OR RESULTING FROM OR IN CONNECTION WITH THE USE, MISUSE, OR INABILITY TO USE THE SOFTWARE, EVEN IF TELETECH OR ASPEN HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

6.2 Survival. Sections 1, 3.1, 3.2, 3.6 through 3.11, 5, 6, 7 and 8 shall survive the termination of this Agreement.

7 IP & Confidentiality.

7.1 Ownership. (a) Aspen acknowledges and agrees that all right, title, and interest in the Software, Source Code, and all information and materials related to the Software, Source Code, and TeleTech's business, regardless of form, including all, Confidential Information, Intellectual Property of TeleTech, and other intellectual property rights pertaining thereto (collectively, "TeleTech IP") are owned by TeleTech and shall remain vested in TeleTech. Each of Aspen and Teletech acknowledges and agrees that each of Aspen and Teletech are joint and undivided owners in all right, title, and interest in the Derivative Works created by Aspen pursuant to this Agreement. Each of Aspen and Teletech acknowledges and agrees that any profits derived from use or license of Derivative Works by third parties, created by Aspen pursuant to this Agreement, shall be divided between Aspen and Teletech in a reasonable and good faith manner reflecting the relative contribution to the Derivate Work created by Aspen, pursuant to this Agreement. Neither Teletech nor Aspen shall license the Derivative Works created by Aspen pursuant to this Agreement to a competitor of the other party without the prior written consent of such other party. This Section 7 of the Agreement shall survive the termination of this Agreement.

(b) Aspen further acknowledges that the Software, Source Code and Documentation are unpublished and constitute TeleTech copyrights, trade secrets, and Confidential Information. Aspen does not claim any ownership or other proprietary rights in or to any TeleTech IP (other than Derivative Works created by Aspen pursuant to this Agreement) and to the extent such ownership or proprietary rights exist, Aspen agrees to transfer such ownership and/or proprietary rights to TeleTech. Aspen shall provide TeleTech with a copy of the most recent versions of all Derivative Works that Aspen makes or has made in each Calendar Quarter, no later than thirty (30) days after the last day of each Calendar Quarter, and shall keep and maintain accurate and complete records, notes, materials, reports and any other information related to, regarding, or in connection with, any and all Derivative Works created by Aspen. Aspen further understands that TeleTech has full, complete and exclusive ownership of the Derivative Works (other than Derivative Works created by Aspen pursuant to this Agreement). If Aspen refuses or TeleTech is unable for any reason to secure Aspen's signature to execute any assignment or to apply for or to pursue any application of any United States or foreign patents, trademarks or copyright applications or registrations covering a Derivative Work (other than Derivative Works created by Aspen pursuant to this Agreement), then Aspen hereby irrevocably designates and appoints TeleTech and its duly authorized managers, members, representatives and agents as Aspen's agent and attorney in fact, to act for and in Aspen's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the protection and issuance of patents, trademarks or copyright registrations thereon with the same legal force and effect as if executed by Aspen. Aspen further agrees that Aspen's obligation to execute or cause to be executed, when it is in Aspen's power to do so, any such instrument or papers shall continue after the termination of this Agreement until the expiration of the last such intellectual property right to expire in any country in the world. Aspen shall not, at any time, dispute or take any objection to the validity or the registration of any patent, copyright, or other intellectual property right, in any country, contemplated under this Agreement with respect to any Derivative Work (other than Derivative Works created by Aspen pursuant to this Agreement) or any other TeleTech IP (other than Derivative Works created by Aspen pursuant to this Agreement).

7.2 Protection of TeleTech IP. Aspen shall not itself (unless specifically authorized under this Agreement) nor permit any other party to:

a. [Intentionally omitted];

b. Alter, remove or suppress any copyright or other proprietary notices or marks or any confidentiality legends embedded or otherwise appearing in or on the TeleTech IP (other than Derivative Works created by Aspen pursuant to this Agreement); or fail to ensure that all such notices and legends appear on all full or partial copies of the TeleTech IP or any related material, and Aspen shall insure that such notices, modified as appropriate under this Agreement, continue to appear or exist in any Derivative Work that Aspen develops; or

c. Sell, sublicense, lease, assign, transfer, distribute, encumber, or otherwise transform the TeleTech IP, this Agreement or any of Aspen's rights hereunder other than as necessary in connection with the provision of the Services pursuant to this Agreement.

7.3 Confidentiality. The unauthorized disclosure or use of Confidential Information would cause great injury and harm to TeleTech. Therefore, Aspen agrees to take all appropriate action to ensure the confidentiality and security of TeleTech's Confidential Information, but in any event no less than the same standard of care it uses to protect its own confidential information of like kind and value. Without limiting the generality of the foregoing, and in addition to Aspen's obligations in Section 7.2, Aspen agrees that it: (i) shall maintain TeleTech's Confidential Information in the strictest confidence, including compliance with reasonable remote access security requirements, and will take all necessary and proper precautions to prevent any unauthorized use or disclosure of the Confidential Information; (ii) shall not disclose, display, publish, transmit, or otherwise make available such Confidential Information or the benefit thereof, in whole or in part, except in confidence to its own employees on a need-to-know basis who have agreed to the confidentiality terms set forth in this Section 7.3, and with respect to the Source Code, Aspen agrees that it will not disclose it to anyone other than Designated Engineers; (iii) except as expressly permitted hereunder, shall not copy, duplicate, replicate, transform, or reproduce such Confidential Information; and (iv) inform TeleTech immediately of any breach or threatened breach of the confidentiality obligations set forth in this Section 7.3. Notwithstanding the foregoing restrictions, Aspen may use and disclose any Confidential Information (1) to the extent required by an order of any court or other governmental authority or (2) as necessary for it to protect its interest in this Agreement, but in each case only after TeleTech has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure. Aspen acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that in addition to any other remedies it may have at law or in equity, TeleTech shall be entitled to seek a restraining order, injunction, or other similar remedy without posting bond as a condition of such relief.

7.4 Applicability. The restrictions set forth in this Section 7 shall apply during the Term of this Agreement, and shall remain in full force and effect after any termination: (i) for trade secrets and any Confidential Information that rises to the level of a trade secret, as long as such information qualifies as a trade secret; and (ii) for all other Confidential Information, during a period of five (5) years after initial disclosure. Notwithstanding the foregoing, Aspen acknowledges and agrees that the Software, including Derivative Works, and Documentation contain trade secrets and shall be kept confidential throughout the term of this Agreement and for as long thereafter as they remain trade secrets under applicable law.

7.5 Trademark License. TeleTech grants to Aspen the right to use the Trademarks in connection with the advertising and marketing of the Software and Services and provision of the Services in accordance with the terms and conditions set forth in the Trademark License Agreement attached hereto as Exhibit C ("Trademark License"), which Trademark License shall be executed by Aspen concurrently with the execution of this Agreement. If this Agreement is terminated for any reason, the Trademark License shall automatically and immediately terminate.

8 Indemnity and Guarantee.

a. Teletech agrees to defend, indemnify and hold Aspen, its employees, agents, officers, directors, managers, shareholders, members or representatives or any one of them, or any Affiliate or its respective officers, managers, directors, employees, shareholders, members, agents or representatives or any one of them harmless from any and all third party claims, actions, suits, awards, costs (including without limitation reasonable attorney fees), expenses and liabilities incurred in connection with (i) TeleTech's violation of any applicable law, (ii) any violation or breach of this Agreement by TeleTech, and (iii) any claim that the Derivative Work infringes any third-party's Intellectual Property.

b. Aspen agrees to defend, indemnify and hold TeleTech, its employees, agents, officers, directors, managers, shareholders, members or representatives or any one of them, or any Affiliate or its respective officers, managers, directors,

employees, shareholders, members, agents or representatives or any one of them ("TeleTech Indemnified Parties") harmless from any and all third party claims, actions, suits, awards, costs (including without limitation reasonable attorney fees), expenses and liabilities incurred in connection with (i) Aspen's violation of any applicable law, (ii) any violation or breach of this Agreement by Aspen, and (iii) any claim that the Derivative Work infringes any third-party's Intellectual Property.

c. Guaranty of Aspen's Parent. Aspen's Parent agrees to be guarantor and unconditionally guarantees to TeleTech and its successors and assigns the full and punctual payment by Aspen, of the First Year Royalty Fee and the Second Year Royalty Fee pursuant to this Agreement. If, at any time, Aspen shall default in the payment of the First Year Fee and/or the Second Year Royalty Fee, Guarantor will pay the same, as the case may be, in place and stead of Aspen. In the event of a dispute arising under Section or the Agreement as relates to this Section, Aspen's Parent agrees to accept service of process on behalf of Aspen.

9 Term & Termination.

9.1 Agreement Term. This Agreement shall commence on the Effective Date and continue unless earlier terminated as provided in Section 9.2.

9.2 Termination of Agreement.

a. This Agreement may be terminated by TeleTech immediately if:

(1) Aspen fails to timely pay any amount owed to TeleTech pursuant to this Agreement, including without limitation, any License Fees; or

(2) Aspen breaches any of its confidentiality obligations under this Agreement.

b. This Agreement may be terminated by either Party if:

(1) a Party breaches this Agreement and such breach is not cured within thirty (30) days from the date of written notice of such breach by the non-breaching Party; or

(2) a Party ceases to do business, or becomes insolvent, or files a petition in bankruptcy or an involuntary petition in bankruptcy is filed against the Party and it is not dismissed within thirty (30) days of such filing, or makes an assignment for the benefit of its creditors, or is subject to the appointment of a trustee, receiver or other custodian for such Party or such Party's property.

c. This Agreement may be terminated by Aspen in accordance with Section 3.3 or Section 3.5, as applicable.

9.3 Obligations Upon Termination. Upon termination of this Agreement for any reason: (i) all outstanding amounts owed by Aspen to TeleTech shall be immediately due to TeleTech; (ii) Aspen shall immediately cease all uses of the Software and Source Code, remove all copies from any equipment on which they have been installed, return them with all Documentation and other TeleTech Confidential Information and TeleTech IP in Aspen's possession or control, including the most recent version of the Software, and provide TeleTech an officer's certificate confirming the foregoing within thirty (30) days of the date of termination; (iii) Aspen shall immediately cease all use of the Trademarks and return or destroy, at TeleTech's sole option, all copies of materials in Aspen's possession or control that bear or use the Trademarks, and provide an officer's certificate confirming same, within thirty (30) days of the date of termination; and (iv) the licenses and all other rights and obligations of the Parties pursuant to this Agreement shall immediately terminate except as provided in section 6.2.

10 Governing Law & Remedies.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Colorado without regard to its principles governing conflict of laws, and the Parties agree to submit to the exclusive jurisdiction of and venue in, the courts in Denver, Colorado. Aspen shall comply with all laws, rules, and regulations directly or indirectly applicable to use and possession of the Software, including regulations under the US Export Administration Act and the US Foreign Corrupt Trade Practices Act. Aspen shall indemnify and hold harmless TeleTech for any failure to do so. Aspen represents that it will not export or otherwise remove the Software or any portion thereof from the Territory, either directly or indirectly, without first obtaining a license to do so from TeleTech, and any licenses or approvals as may be required from the applicable agency or department of the US Government

or from any other competent governmental authority. The United Nations Convention on Contracts for the International Sale of Goods shall not apply hereto in any respect.

11 General.

11.1 Headings/Counterparts. Section headings are for convenience only. This Agreement may be executed in one or more counterparts, each of which shall for all purposes are deemed to be an original and all of which shall constitute the same instrument.

11.2 Consent. Wherever consent or other approval is required, such consent shall not be unreasonably withheld or delayed; provided, however, it shall not be considered unreasonable for TeleTech to withhold its consent if consent could serve to jeopardize the confidentiality of and/or TeleTech's interests in TeleTech IP.

11.3 Assignment. Aspen shall not assign this Agreement without the prior written consent of TeleTech provided, however that no such consent shall be required in the event of an assignment of this Agreement by Aspen (i) to an affiliate of Aspen, or (ii) in connection with a merger, reorganization or sale of substantially all of the assets of Aspen.

11.4 Force Majeure. Except for obligations of confidentiality and payment, neither Party shall be liable for any delay or failure in performance if caused by any factor beyond its reasonable control, and performance shall be deferred until such cause of delay is removed.

11.5 No Agency. Nothing herein shall make either Party the agent of the other for any purpose whatsoever. The Parties are independent of each other and this Agreement does not create the relationship of partnership, principal-agent, employer-employee or joint venture between Aspen and TeleTech.

11.6 Notices. Notices and other communications required hereunder must be in writing, delivered by hand delivery or nationally recognized overnight courier or certified or registered mail with postage prepaid and addressed to the following addresses:

TeleTech Holdings, Inc.
9197 S. Peoria Street
Englewood, CO 80129
Attention: Chief Financial Officer
Fax:

with copies to:

TeleTech Holdings, Inc.
9197 S. Peoria Street
Englewood, CO 80129
Attention: General Counsel
Fax: 303-397-8677

TeleTech Holdings, Inc.
9197 S. Peoria Street
Englewood, CO 80129
Attention: Assistant General Counsel of Intellectual Property
Fax: 303-397-8677

and:

Aspen Marketing Services, Inc.
1240 North Avenue
West Chicago, IL 60185
Attention: General Counsel
Fax: 630-562-5549

Notices will be deemed given and delivery will be deemed made, when delivered, if hand delivered, and on the next business day after deposit if sent by nationally recognized overnight courier or 48 hours after being deposited in the mail, if certified or registered mail. Notices may only be sent in this manner unless otherwise agreed to by the Parties.

11.7 Waiver. Any failure or delay by either Party in exercising any right or remedy shall not be deemed a waiver of any further, prior, or future right or remedy hereunder.

11.8 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. The invalidity or unenforceability of any provision shall not constitute a failure of consideration hereunder.

11.9 Entire Agreement/Modification. This Agreement and its Exhibits together constitute the entire agreement between TeleTech and Aspen, and supersede all prior agreements and understandings, whether oral or written, relating to the subject matter hereof. No other agreements shall be effective to change, modify, or terminate this Agreement in whole or in part unless in writing specifically referencing this Agreement and duly signed by authorized representatives of both Parties. No terms, provisions or conditions of any purchase order, invoice or other business form or written authorization used by either Party will have any effect on the rights, duties or obligations of the Parties under, or otherwise modify, this Agreement, regardless of any failure of either Party to object to such terms, provisions or conditions. In case of any conflict between this Agreement and (i) any Exhibit or other attachment hereto or (ii) that certain Asset Purchase Agreement dated as ___, 2007 by and among the Parties and Newgen Results Corporation, Carabunga.com, Inc. and Newgen Results Canada, Ltd, the provisions of this Agreement shall control.

11.10 Counterparts, Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of this Agreement. A signature on a copy of this Agreement received by either Party by facsimile is binding upon the other Party as an original. Both Parties agree that a photocopy of such facsimile may also be treated by the Parties as a duplicate original.

IN WITNESS WHEREOF, TeleTech and Aspen have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives, and each represents and warrants to the other that it is legally free to enter in to this Agreement.

ASPEN MARKETING SERVICES, INC.

Signed By: _____

Printed Name: _____

Title: _____

Date: _____

TELETECH HOLDINGS, INC.

Signed By: _____

Printed Name: _____

Title: _____

Date: _____

ASPEN ACQUISITION HOLDINGS LLC

Signed By: _____

Printed Name: _____

Title: _____

Date: _____

LIST OF EXHIBITS

EXHIBIT A: CONFIDENTIAL INFORMATION AND NON-DISCLOSURE AGREEMENT

EXHIBIT B: SOFTWARE AND SOURCE CODE SITES

EXHIBIT C: TRADEMARK LICENSE AGREEMENT

EXHIBIT D: ROYALTY REPORTING FORM

EXHIBIT A

CONFIDENTIAL INFORMATION AND NON-DISCLOSURE AGREEMENT

This Confidential Information and Non-Disclosure Agreement (the "**Agreement**"), is entered into this _____ day of _____, 20___ (the "**Effective Date**") by and among TeleTech Holdings, Inc., a corporation organized under the laws of Delaware with offices located at 9197 S. Peoria Street, Englewood, CO 80129 ("**TeleTech**"), and Aspen Marketing Services, Inc., a corporation organized under the laws of Delaware, with offices located at 1240 North Avenue, West Chicago, IL 60185 ("**Aspen**"), and _____, an individual residing at _____ ("**Recipient**")(collectively, the "**Parties**").

WHEREAS, Recipient is an employee of Aspen who is or will be engaged in creating Derivative Works (as defined below) of TeleTech's Identify! and/or Identify! Plus software (the "**Software**") and consequently will have access to TeleTech's Source Code (as defined below) and other Confidential Information (as defined below);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and the disclosure of confidential information between the Parties, the receipt and sufficiency of such consideration hereby acknowledged, the Parties hereto agree as follows:

1. **DEFINITIONS**

a. "**Automotive Field of Use**" shall mean the design, creation, manufacturing, marketing, distribution, sale and servicing of automobiles, including passenger cars, trucks, SUVs and the like.

b "**Confidential Information**" shall mean any data, material or information provided by TeleTech to Aspen in printed, written, graphic, photographic or other tangible form, as well as stored, transmitted and received electronically, or information of TeleTech that is presented, communicated or disclosed orally, including but not limited to information marked as "Confidential", "Secret", "Proprietary", "Restricted", "Private" or words of similar import, information generally known in the business to be confidential, and any other information disclosed to Aspen by TeleTech concerning the businesses and affairs of TeleTech and its subsidiaries that is not already generally available to the public, including, without limitation, trade secrets and know-how. Confidential Information shall include the Software, Source Code, Intellectual Property of TeleTech, trade secrets and any Derivative Work (other than Derivative Works created by Aspen) and shall also include any information which can be obtained from examining, testing, utilizing or analyzing the Software or Derivative Work, or any software, hardware or component thereof as well as any accompanying materials, manuals, records or documents of similar nature. Confidential Information shall not include information that is: (i) lawfully known to Aspen prior to its disclosure by TeleTech, and such knowledge is not a direct or indirect result of a breach of any obligation by any third party; (ii) now or later becomes in the public domain other than as a result of a breach by Aspen or its obligations hereunder; (iii) received subsequently by Aspen from a third party who has the lawful right to disclose same; or (iv) independently developed by Aspen without reference to the Confidential Information received hereunder, as evidenced by Aspen's records.

c. "**Confidential Materials**" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

d. "**Derivative Work**" shall mean a work that is based on, or incorporating, the Software, including but not limited to, translations, abridgments, condensations, improvements, updates, fixes, modifications and enhancements, or any other form in which the Software may be recast, transformed, adapted, or revised, and includes any other work specifically so-designated by Aspen and TeleTech in writing in the future.

e. "**Intellectual Property**" shall mean all of the following in any jurisdiction throughout the world: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, divisionals, extensions, reexaminations, utility models, certificates of invention, industrial designs, and design patents, as well as the rights to file for, and to claim priority to, any such patent rights, (b) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names, and rights in telephone numbers, together with all translations, adaptations, derivations,

and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all computer software (including source code, executable code, data, databases, and related documentation), (g) all advertising and promotional materials, (h) all other proprietary rights, (i) all copies and tangible embodiments thereof (in whatever form or medium); and (j) all income, royalties, damages and payments related to any of the foregoing (including damages and payments for past, present or future infringements, misappropriations or other conflicts with any intellectual property), and the right to sue and recover for past, present or future infringements, misappropriations or other conflict with any intellectual property.

f. **Mutual Confidential Information**. Any Derivative Works created by Aspen pursuant to this Agreement.

g. "**Non-Automotive Field of Use**" shall mean any business, industry and/or commerce in a field other than the Automotive Field of Use.

h. "**Object Code**" shall mean the Software assembled or compiled or fixed in magnetic or electronic binary form on media, which is readable and usable by machines, but not generally readable by humans without reverse assembly, reverse compiling, or reverse engineering.

i. "**Services**" shall mean telephone answering services, including, without limitation, tracking, managing, recording and forwarding customer calls to a call center, including accessing and forwarding customer data and routing customer calls to a professional customer care agent.

j. "**Source Code**" means the source code of the Software written in programming language, including comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into Object Code for operation on computer equipment through assembly or compiling, and accompanied by documentation in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the Software without undue experimentation.

2. **RESTRICTIONS**

a. Recipient may only use Confidential Information and Confidential Materials during Recipient's employment with Aspen in connection with creating, using, modifying and reproducing Derivative Works of the Software for Aspen in connection with providing the Services in the Automotive Field of Use and Non-Automotive Field of Use. Recipient agrees to segregate all such Confidential Materials from the confidential materials of others in order to prevent commingling. Recipient shall not disclose the Confidential Information or Confidential Materials to any third party without TeleTech's prior written consent.

b. For purposes of this Agreement, Mutual Confidential Information shall be treated as Confidential Information except that both Parties are considered to be both owner and discloser ("Discloser") and Recipient of Mutual Confidential Information, for example, each Party shall treat Mutual Confidential Information as the Confidential Information of the other, and neither Party can disclose Mutual Confidential Information to non-employee third parties without the express, written permission of the other Party.

c. In the event a Recipient is required by law, applicable regulation or judicial process to disclose all or any portion of the Confidential Information or Confidential Materials, the Recipient agrees to (i) promptly notify TeleTech of the existence, terms and circumstances surrounding such requirement sufficiently in advance of the time for such disclosure to allow TeleTech to protect its Confidential Information and Confidential Materials by limiting or resisting the disclosure requirement and (ii) if disclosure of such information is required, exercise its reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such Confidential Information and Confidential Materials. If such

order or assurance is not obtained, Recipient shall be permitted to disclose only such portion of the Confidential Information or Confidential Materials that it is advised by opinion of counsel is required to be disclosed.

d. Recipient shall take security precautions, no less than the precautions it takes to protect confidential information of Aspen, but in no event less than reasonable care, to keep confidential the Confidential Information and Confidential Materials. In addition to the precautions taken above, Recipient shall do the following:

i. maintain the confidentiality of any passwords, keys, combinations or other security devices used to maintain the confidentiality of the Confidential Information and Confidential Materials;

ii. report immediately any instance of any such security devices being lost or stolen to appropriate personnel at Aspen and TeleTech;

iii. keep Confidential Information and Confidential Materials on Aspen premises except as temporarily required to perform tasks at a different location when authorized and instructed to do so by Aspen, but in no event maintaining Confidential Information and Confidential Materials off such premises for longer than necessary to perform the offsite tasks;

iv. regularly destroy Confidential Materials through shredding or burning when such Confidential Materials are no longer necessary for carrying out the purposes of this Agreement; and

v. share Confidential Information and Confidential Materials only with other employees of Aspen who have executed a copy of this Agreement.

3. **RIGHTS AND REMEDIES**

a. Recipient shall notify Aspen and TeleTech immediately upon discovery of any unauthorized use or disclosure of Confidential Information or Confidential Materials, or any other breach of this Agreement and will cooperate with Aspen and TeleTech in every reasonable way to help Aspen and TeleTech regain possession of the Confidential Information or Confidential Materials and prevent its further unauthorized use or disclosure.

b. In the event of termination of employment of Recipient, Recipient shall immediately return to Aspen all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials in Recipient's possession and certify in writing to that it has complied with this provision. Aspen shall take reasonable steps to ensure that Recipient complies with this requirement.

c. Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that TeleTech shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

d. TeleTech or its designated agent may interview, orally or in writing, Recipient with reasonable prior notice and during normal business hours, to review Recipient's compliance with the terms of this Agreement.

4. **MISCELLANEOUS**

a. All Confidential Information and Confidential Materials are and shall remain the property of TeleTech. By disclosing information to Recipient or Aspen, TeleTech does not grant any express or implied

right to Recipient or Aspen as to any of TeleTech's patents, copyrights, trademarks, or trade secret information, or any other Intellectual Property.

b. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both Parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of TeleTech, its agents, or employees, but only by an instrument in writing signed by an authorized officer of TeleTech. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

c. If TeleTech employs attorneys to enforce any rights arising out of or relating to this Agreement, TeleTech shall be entitled to recover its reasonable attorneys' fees. This Agreement shall be construed in accordance with the laws of the state of Colorado, without regard to that state's conflict of laws principles.

d. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the Parties, their successors and assigns.

e. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

f. The Parties to this Agreement acknowledge that each has had the opportunity to consult with legal counsel of their own choosing. The Parties therefore agree that the Rule of Construction which provides that ambiguities in a contract shall be construed against the drafter shall not apply to this Agreement and the Parties waive any such defense to the terms of this Agreement.

g. All obligations created by this Agreement shall survive change or termination of Recipient's employment with Aspen.

In WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

TELETECH HOLDINGS, INC.

By: _____
Name: _____
Its: _____

ASPEN MARKETING SERVICES, INC.

By: _____
Name: _____
Its: _____

RECIPIENT

_____
Name:

_____
Address:

EXHIBIT B

SOFTWARE AND SOURCE CODE SITES

EXHIBIT C

TRADEMARK LICENSE AGREEMENT

EXHIBIT D

ROYALTY REPORTING FORM

From Licensee: Aspen Marketing Services, Inc. (“Aspen”)

In Connection With: The Software and Intellectual Property Agreement between Aspen and TeleTech Holdings, Inc. dated _____ (“License Agreement”).

Calendar Quarter (circle one): (January 1 to March 31) **or** (April 1 to June 30) **or** (July 1 to September 30) **or** (October 1 to December 31)

For the Year: _____

Date of this Report: _____

Scope: All Gross Revenues in connection with Identify! software, Identify! Plus software, or any Derivative Work (as defined in the License Agreement)

ROYALTY DUE UNDER SECTION 3.5 OF LICENSE AGREEMENT		
Invoice Date	Invoice Number	Gross Revenues Received During Calendar Quarter for Non-Automotive Field of Use

Total of Gross Revenue for Non-Automotive Field of Use: _____

Total Running Royalty Fee-Non-Automotive[1] (5.0% of Gross Revenue for Non-Automotive Field of Use): _____

Amount Due: _____ (A)

1 Begins accruing upon Effective Date of License Agreement.

ROYALTY DUE UNDER SECTION 3.3 OF LICENSE AGREEMENT		
Invoice Date	Invoice Number	Gross Revenues Received During Calendar Quarter for Automotive Field of Use

Total of Gross Revenue for Automotive Field of Use: _____

Total Running Royalty Fee-Automotive[2] (5.0% of Gross Revenue for Automotive Field of Use): _____

Offset: _____

Amount Due: _____ (B)

TOTAL AGGREGATE ROYALTIES DUE _____ (A + B)

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2 Begins accruing on second year anniversary of the Effective Date of License Agreement, and shall not be less than $150,000 USD annually as specified in Article 3.

Exhibit 10.2

EXHIBIT F TO ASSET PURCHASE AGREEMENT

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (the "Agreement") is entered into as of September 28, 2007 (the "Effective Date"), by and between TeleTech Holdings, Inc., a Delaware corporation ("Licensor"), and Aspen Marketing Services, Inc., a Delaware corporation, ("Licensee"), (collectively, the "Parties"). Capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the Software License Agreement (as defined below).

RECITALS

WHEREAS, the Parties hereto executed a Software and Intellectual Property License Agreement dated September 28, 2007 (the "Software License Agreement") whereby they have agreed to enter into this Agreement;

WHEREAS, Licensor owns the trademarks set forth in Section 1 of Schedule 1 attached hereto (the "Licensed Marks"); and

WHEREAS, Licensee desires to obtain from Licensor a license to use the Licensed Marks pursuant to the terms and conditions set forth herein, including Schedule 1 attached hereto.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. **LICENSE**

Subject to the restrictions, terms and conditions of this Agreement, Licensor hereby grants to Licensee:

(a) an exclusive, non-assignable, revocable, nontransferable, limited license to use the Licensed Marks solely in connection with the Software and the provision of the Services in the Territory for the Automotive Field of Use; and

(b) a non-exclusive, non-assignable, revocable, nontransferable, limited license to use the Licensed Marks in connection with the Software and the provision of the Services in the Territory for the Non-Automotive Field of Use.

Notwithstanding the foregoing, Licensor retains the rights to use the Licensed Marks (i) outside the Territory, and (ii) in the Territory with respect to any field of use other than the Automotive Field of Use.

Licensee shall have no right to sublicense the Licensed Marks, or to grant sublicenses under this Agreement. In no event shall Licensee use the Licensed Marks for any reason beyond the terms provided in this Agreement without first obtaining the prior written consent of Licensor. Licensor retains all other rights not specifically granted herein.

2. **TRADEMARK RIGHTS AND OWNERSHIP**

Licensee agrees and acknowledges that:

(a) Licensor is the exclusive owner of all right, title and interest in and to the Licensed Marks including any goodwill associated therewith, subject to the license granted to Licensee hereunder. To the extent any right, title

or interest in the Licensed Marks become vested in Licensee by operation of law or otherwise, Licensee hereby assigns irrevocably any such right, title or interest to Licensor;

(b) except as provided in this Agreement, Licensee acquires no right, title or interest in or to any of the Licensed Marks;

(c) any use of the Licensed Marks by the Licensee and the goodwill arising from such use shall inure to the benefit of the Licensor; and

(d) the Licensed Marks have not yet been registered in the Territory.

3. **RESTRICTIONS ON USE**

Licensee hereby agrees that it will:

(a) not contest or assist another in contesting the validity, ownership or enforceability of any of the Licensed Marks or do anything that may disparage the Licensed Marks or dilute the value of the goodwill attached to any of the Licensed Marks;

(b) at all times use its best efforts to preserve the value, reputation and validity of the Licensed Marks;

(c) not allow any third party to use the Licensed Marks;

(d) cooperate fully and in good faith with Licensor for the purpose of securing or protecting Licensor's rights in and to the Licensed Marks, including, without limiting the generality of the foregoing, the execution of documents or the provision of labels, advertising or other materials to Licensor at Licensor's request; and

(e) use the Licensed Marks only in connection with the Software and the Services.

4. **WARRANTIES**

(a) Licensor hereby represents and warrants, that Licensor exclusively owns and possess all right, title and interest to the Licensed Marks, free and clear of any lien, license or other restriction or limitation. To Seller's Knowledge use of the Licensed Marks does not and will not infringe any third-party's Intellectual Property and that Licensor has the right to grant the license granted to Licensee hereunder.

5. **QUALITY CONTROL, MAINTENANCE, ENFORCEMENT**

(a) Quality Control, Maintenance.

(i) All use of the Licensed Marks by Licensee shall be in accordance with Licensor's reasonable policies or guidelines regarding advertising and trademark usage as established from time to time and provided to Licensee in writing. Licensor shall provide policies or guidelines to Licensee on use of the Licensed Marks within thirty (30) days from the execution of the Agreement.

(ii) Licensor hereby covenants to Licensee that it will apply for registrations for the Licensed Marks in the Territory, and maintain current and future registrations that support the Licensed Marks, including filing any renewals or other documentation as may be necessary.

(iii) Any proposed use of the Trademarks by Licensee shall be submitted to Licensor for approval at least twenty (20) days prior to the use of the Licensed Marks by Licensee, such approval not to be unreasonably withheld.

(iv) Licensee shall provide to Licensor, no less than quarterly or as reasonably requested from time to time by Licensor, two (2) copies of all advertisements, promotional literature, and other marketing materials that use or contain the Licensed Marks.

(v) Licensor shall have the right to inspect the premises of License from time to time during normal business hours and upon reasonable notice, in order to observe the performance of the Services and the use of the Software to ensure compliance with the use of the Licensed Marks pursuant to this Agreement.

(b) Enforcement by Licensor.

(i) Licensor shall have the right, in its sole discretion, to initiate, control, and settle a suit or other legal proceedings in its name or, if appropriate, in the names of Licensee and Licensor, to enforce and defend the Licensed Marks in the Territory or outside of the Territory if Licensor in its sole discretion determines that any potential or actual infringement substantially impacts its rights to the Licensed Marks. Licensor shall promptly notify Licensee in writing of any potential or actual infringement or unlawful use of the Licensed Marks that Licensor becomes aware of in the Territory. Likewise, Licensee shall promptly notify Licensor in writing of any potential or actual infringement or unlawful use of the Licensed Marks that Licensee becomes aware of in the Territory.

(ii) Licensor will pay the costs and fees of any suit or proceeding brought by Licensor to enforce and defend the Licensed Marks and any monies recovered by suit or settlement or otherwise from such suit or proceeding will be the sole property of Licensor. Licensor shall keep Licensee informed as to the progress of any such suit or proceeding, and Licensee shall have the right to participate in any such suit or proceeding, at Licensee's expense.

(c) Enforcement by Licensee.

(i) Within 30 days of Licensor providing written notice of potential or actual infringement or unlawful use to Licensee, or within 20 days from receiving written notice of potential or actual infringement or unlawful use from Licensee, Licensor shall provide Licensee with a written statement of whether it intends to invoke its rights under Section 5(b) of this Agreement.

(ii) If Licensor elects not to invoke its rights, Licensee shall have the right, in its sole discretion, to initiate and control a suit or other legal proceeding in its name or, if appropriate, in the names of Licensee and Licensor, to enforce and defend the Licensed Marks in the Territory or outside of the Territory, if Licensee in its sole discretion determines that any potential or actual infringement substantially impacts its rights to the Licensed Marks. Any settlement proposal must be consented to in writing by Licensor, such consent not to be withheld unreasonably. Licensee will cover the costs of any suit or proceeding brought by Licensee to enforce and defend the Licensed Marks, and any monies recovered by suit or settlement or otherwise shall be the sole property of the Licensee. Licensee shall keep Licensor informed of the status of any suit or proceeding brought by Licensee relating to the Licensed Marks.

6. **INDEMNITY**

Licensee agrees to defend, indemnify and hold Licensor, its employees, agents, officers, directors, managers, shareholder, members or representatives or any one of them, or any affiliate of Licensor or its respective

officers, managers, directors, employees, shareholders, members, agents or representatives or any one of them, harmless from and against any and all claims, actions, demands, proceedings, suits, awards, judgments, costs (including reasonable attorney fees), expenses and liabilities incurred in connection with, arising from, or in any way connected with: (i) any breach by Licensee of this Agreement; (ii) the marketing, sale or performance of the Services by Licensee; or (iii) the use of the Licensed Marks by Licensee.

Licensor agrees to defend, indemnify and hold Licensee, its employees, agents, officers, directors, managers, shareholder, members or representatives or any one of them, or any affiliate of Licensee or its respective officers, managers, directors, employees, shareholders, members, agents or representatives or any one of them, harmless from and against any and all claims, actions, demands, proceedings, suits, awards, judgments, costs (including reasonable attorney fees), expenses and liabilities incurred in connection with, arising from, or in any way connected with any breach by Licensor of this Agreement.

7. **TERM AND TERMINATION**

This Agreement shall commence on the Effective Date and may be terminated by Licensor if: (a) Licensee breaches its obligations hereunder, and such breach is not remedied within 30 days following written notice to Licensee of such breach; or (b) Licensee becomes insolvent, files a petition for bankruptcy or an involuntary petition in bankruptcy is filed against Licensee and it is not dismissed within thirty (30) days of such filing; or (c) Licensee makes an assignment for the benefit of its creditors, or is subject to the appointment of a trustee, receiver or other custodian for its property. This Agreement shall also terminate automatically if the Software License Agreement is terminated for any reason. Upon termination of this Agreement, Licensee shall immediately cease to use the Licensed Marks and shall return to Licensor or destroy, at Licensor's option, copies of all materials containing the Licensed Marks in Licensee's direct or indirect possession or control, and provide written certification of same by one of Licensee's officers.

8. **GENERAL**

a) Headings/Counterparts. Section headings are for convenience only. This Agreement may be executed in one or more counterparts, each of which shall for all purposes are deemed to be an original and all of which shall constitute the same instrument.

b) Consent. Wherever consent or other approval is required, such consent shall not be unreasonably withheld or delayed; provided, however, it shall not be considered unreasonable for Licensor to withhold its consent if consent could serve to jeopardize the confidentiality of and/or Licensor's interests in TeleTech IP.

c) Assignment. Licensee shall not assign this Agreement without the prior written consent of Licensor; provided however that no consent shall be required in the event of an assignment of this Agreement by Licensee (i) to an affiliate of Licensee, or (ii) in connection with a merger, reorganization or sale of substantially all of the assets of Licensee.

d) Force Majeure. Except for obligations of confidentiality and payment, neither Party shall be liable for any delay or failure in performance if caused by any factor beyond its reasonable control, and performance shall be deferred until such cause of delay is removed.

e) No Agency. Nothing herein shall make either Party the agent of the other for any purpose whatsoever. The Parties are independent of each other and this Agreement does not create the relationship of partnership, principal-agent, employer-employee or joint venture between Licensee and Licensor.

f) Notices. Notices and other communications required hereunder must be in writing, delivered by hand delivery or nationally recognized overnight courier or certified or registered mail with postage prepaid and addressed to the following addresses:

TeleTech Holdings, Inc.
9197 S. Peoria Street
Englewood, CO 80129
Attention: Chief Financial Officer
Fax:

with copies to:

TeleTech Holdings, Inc.
9197 S. Peoria Street
Englewood, CO 80129
Attention: General Counsel
Fax: 303-397-8677

TeleTech Holdings, Inc.
9197 S. Peoria Street
Englewood, CO 80129
Attention: Assistant General Counsel of Intellectual Property
Fax: 303-397-8677

and:

Aspen Marketing Services, Inc.
1240 North Avenue
West Chicago, IL 60185
Attention: General Counsel

Notices will be deemed given and delivery will be deemed made, when delivered, if hand delivered, and on the next business day after deposit if sent by nationally recognized overnight courier or 48 hours after being deposited in the mail, if certified or registered mail. Notices may only be sent in this manner unless otherwise agreed to by the Parties.

g) Waiver. Any failure or delay by either Party in exercising any right or remedy shall not be deemed a waiver of any further, prior, or future right or remedy hereunder.

h) Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. The invalidity or unenforceability of any provision shall not constitute a failure of consideration hereunder.

i) Entire Agreement/Modification. This Agreement and its Exhibits together constitute the entire agreement between Licensor and Licensee, and supersede all prior agreements and understandings, whether oral or written, relating to the subject matter hereof. No other agreements shall be effective to change, modify, or terminate this Agreement in whole or in part unless in writing specifically referencing this Agreement and duly signed by authorized representatives of both Parties. No terms, provisions or conditions of any purchase order, invoice or other business form or written authorization used by either Party will have any effect on the rights, duties or obligations of the Parties under, or otherwise modify, this Agreement, regardless of any failure of either Party to object to such terms, provisions or conditions. In case of any conflict between this Agreement and (i) any Exhibit or other attachment hereto or (ii) that certain Asset Purchase Agreement dated as ___, 2007 by and among the Parties and Newgen Results Corporation, Carabunga.com, Inc. and Newgen Results Canada, Ltd., the provisions of this Agreement shall control.

j) Counterparts, Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of this Agreement. A signature on a copy of this Agreement received by either Party by facsimile is binding upon the other Party as an original. Both Parties agree that a photocopy of such facsimile may also be treated by the Parties as a duplicate original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives, and each represents and warrants to the other that it is legally free to enter in to this Agreement.

ASPEN MARKETING SERVICES, INC.	**TELETECH HOLDINGS, INC.**
Signed By: _____	Signed By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SCHEDULE 1

1. **Licensed Marks**

Trademarks and service marks under United States Trademark Application Serial No. 77/263,087 for the “IDENTIFY!” mark, and Serial No. 777/263,226 for the “IDENTIFY! PLUS” mark.

2. **Licensed Services**

Licensee may use the Licensed Marks solely in connection with the use of the Software as provided in the Software License Agreement.

3. **Territory**

Licensee may use the Licensed Marks solely in the Territory as in the Software License Agreement.

4. **Fields of Use**

Licensee may use the Licensed Marks solely in the Automotive Field of Use and the Non-Automotive Field of Use as defined in the Software License Agreement.

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Exhibit 99.1

TeleTech Holdings, Inc. • 9197 South Peoria Street • Englewood, CO 80112-5833 •
www.teletech.com

Investor Contact:
Karen Breen
303-397-8592
Jennifer Martin
303-397-8634

Media Contact:
KC Higgins
303-434-8163

TELETECH ANNOUNCES SALE OF NEWGEN,
ITS DATABASE MARKETING AND CONSULTING BUSINESS

Englewood, Colo., September 28, 2007 —TeleTech Holdings, Inc. (NASDAQ: TTEC), one of the largest and most geographically diverse global providers of business process outsourcing (BPO) solutions, today announced that it has sold all the assets and certain liabilities of Newgen Results Corporation, its database marketing and consulting business, to Aspen Marketing Services, Inc. (Aspen), the nation's largest privately held marketing services agency.

In conjunction with the sale, TeleTech entered into a multi-year software license agreement with Aspen for the use of certain proprietary software. Additionally, TeleTech will provide business process outsourcing services to Aspen under a multi-year agreement.

"This transaction marks the conclusion of our review of strategic alternatives for our database marketing and consulting segment and demonstrates our ongoing commitment to increasing shareholder value," said Kenneth Tuchman, TeleTech's chairman and chief executive officer. "This transaction will enable TeleTech to better focus on its core BPO business while delivering continued top line growth and increasing profitability."

ABOUT TELETECH
TeleTech is one of the largest and most geographically diverse global providers of business process outsourcing solutions. We have a 25-year history of designing, implementing, and managing critical business processes for Global 1000 companies to help them improve their customers' experience, expand their strategic capabilities, and increase their operating efficiencies. By delivering a high-quality customer experience through the effective integration of customer-facing front-office processes with internal back-office processes, we enable our clients to better serve, grow, and retain their customer base. We use Six Sigma-based quality methods continually to design, implement, and enhance the business processes we deliver to our clients and we also apply this methodology to our own internal operations. We have developed deep domain expertise and support approximately 300 business process outsourcing programs serving approximately 135 global clients in the automotive, communications, financial services, government, healthcare, retail, technology and travel and leisure industries. Our integrated global solutions are provided by 50,000 employees utilizing 34,000 workstations across 88 delivery centers in 18 countries.

FORWARD-LOOKING STATEMENTS
This press release may contain certain forward-looking statements that involve risks and uncertainties. The projections and statements contained in these forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance, or achievements to be materially different from any future results, performance, or achievements expressed or implied by the forward-looking statements. All statements not based on historical fact are forward-looking statements that involve substantial risks and uncertainties. In accordance with the Private Securities Litigation Reform Act of 1995, following are important factors that could cause our actual results to differ materially from those expressed or implied by such forward-looking statements, including

— more —

but not limited to the following: our belief that we are continuing to see strong demand for our services and that sales cycles are shortening; the ability to close and ramp new business opportunities that are currently being pursued or that are in the final stages with existing and/or potential clients in order to achieve our Business Outlook; estimated revenue from new, renewed, and expanded client business as volumes may not materialize as forecasted or be sufficient to achieve our Business Outlook; the possibility of lower revenue or price pressure from our clients experiencing a business downturn or merger in their business; greater than anticipated competition in the BPO and customer management market, causing adverse pricing and more stringent contractual terms; risks associated with losing or not renewing client relationships, particularly large client agreements, or early termination of a client agreement; the risk of losing clients due to consolidation in the industries we serve; consumers' concerns or adverse publicity regarding our clients' products; our ability to execute our growth plans, including sales of new services; our ability to achieve our year-end 2007 and 2008 financial goals, including those set forth in our Business Outlook; risks associated with attracting and retaining cost-effective labor at our delivery centers; the possibility of additional asset impairments and restructuring charges; risks associated with changes in foreign currency exchange rates; our ability to find cost effective delivery locations, obtain favorable lease terms, and build or retrofit facilities in a timely and economic manner; risks associated with business interruption due to weather, pandemic or terrorist-related events; economic or political changes affecting the countries in which we operate; achieving continued profit improvement in our International BPO operations; changes in accounting policies and practices promulgated by standard setting bodies; and new legislation or government regulation that impacts the BPO and customer management industry.

Please refer to the Company's filings with the Securities and Exchange Commission, including the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2007, the Registration Statement on Form S-3 filed on March 19, 2007 and the Annual Report on Form 10-K for the year ended December 31, 2006, for a detailed discussion of factors discussed above and other important factors that may impact the Company's business, results of operations, financial condition, and cash flows. The Company assumes no obligation to update its forward-looking statements to reflect actual results or changes in factors affecting such forward-looking statements.

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